Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2025

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A This return/report is for:
- [ ] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.)
- [X] a single-employer plan
- [ ] a DFE (specify) _____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [ ] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here. . . . . ▶ [ ]

Part II Basic Plan Information—enter all requested information

1a Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

1b Three-digit plan number (PN) ▶ 002

1c Effective date of plan 01/01/2018

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

4600 TOUCHTON RD E STE 220
JACKSONVILLE, FL 32246-8299

2b Employer Identification Number (EIN)
20-5070889

2c Plan Sponsor's telephone number
904-226-2267

2d Business code (see instructions)
531310

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/13/2026	KATE ELLIOTT
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	10/13/2026	KATE ELLIOTT
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a	Plan administrator's name and address [X] Same as Plan Sponsor	**3b**	Administrator's EIN
		3c	Administrator's telephone number
4	If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:	**4b**	EIN
a	Sponsor's name	**4d**	PN
c	Plan Name		

5	Total number of participants at the beginning of the plan year	**5**	682
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1)	Total number of active participants at the beginning of the plan year	**6a(1)**	486
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	468
b	Retired or separated participants receiving benefits	**6b**	0
c	Other retired or separated participants entitled to future benefits	**6c**	70
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	538
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	1
f	Total. Add lines **6d** and **6e**.	**6f**	539
g(1)	Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	**6g(1)**	412
g(2)	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g(2)**	382
h	Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested.	**6h**	0
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:

2A 2E 2F 2G 2J 2K 2T 3D

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)		**9b** Plan benefit arrangement (check all that apply)	
(1)	[X] Insurance	**(1)**	[X] Insurance
(2)	[ ] Code section 412(e)(3) insurance contracts	**(2)**	[ ] Code section 412(e)(3) insurance contracts
(3)	[X] Trust	**(3)**	[X] Trust
(4)	[ ] General assets of the sponsor	**(4)**	[ ] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- **(1)** [X] **R** (Retirement Plan Information)
- **(2)** [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- **(3)** [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
- **(4)** [ ] **DCG** (Individual Plan Information) – Number Attached _____
- **(5)** [ ] **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

- **(1)** [X] **H** (Financial Information)
- **(2)** [ ] **I** (Financial Information – Small Plan)
- **(3)** [X] **A** (Insurance Information) – Number Attached 1
- **(4)** [X] **C** (Service Provider Information)
- **(5)** [X] **D** (DFE/Participating Plan Information)
- **(6)** [ ] **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2025 Form M-1 annual report. If the plan was not required to file the 2025 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

D Employer Identification Number (EIN)
20-5070889

Part I **Information Concerning Insurance Contract Coverage, Fees, and Commissions** Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier
EMPOWER ANNUITY INSURANCE COMPANY OF AMERICA

(b) EIN	(c) NAIC code	(d) Contract or identification number	(e) Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	(g) To
84-0467907	68322	51950301	111	01/01/2025	12/31/2025

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	(b) Total amount of fees paid

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	17670
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☐ immediate participation guarantee

(3) ☐ guaranteed investment (4) ☒ other ▶ GROUP ANNUITY CONTRACT

b	Balance at the end of the previous year			7b	25415
c	Additions: (1) Contributions deposited during the year	7c(1)	0		
	(2) Dividends and credits	7c(2)	0		
	(3) Interest credited during the year	7c(3)	317		
	(4) Transferred from separate account	7c(4)	0		
	(5) Other (specify below)	7c(5)	140		
	▶				
	(6)Total additions			7c(6)	457
d	Total of balance and additions (add lines **7b** and **7c(6)**).			7d	25872
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	302		
	(2) Administration charge made by carrier	7e(2)	208		
	(3) Transferred to separate account	7e(3)	7692		
	(4) Other (specify below)	7e(4)			
	▶				
	(5) Total deductions			7e(5)	8202
f	Balance at the end of the current year (subtract line **7e(5)** from line **7d**)			7f	17670

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

- **a** ☐ Health (other than dental or vision)
- **b** ☐ Dental
- **c** ☐ Vision
- **d** ☐ Life insurance
- **e** ☐ Temporary disability (accident and sickness)
- **f** ☐ Long-term disability
- **g** ☐ Supplemental unemployment
- **h** ☐ Prescription drug
- **i** ☐ Stop loss (large deductible)
- **j** ☐ HMO contract
- **k** ☐ PPO contract
- **l** ☐ Indemnity contract
- **m** ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in line **9c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount.			**10b**	

Specify nature of costs.

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2025** **This Form is Open to Public Inspection.**

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

D Employer Identification Number (EIN)
20-5070889

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . ☐ Yes ☒ No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

WEALTHSPIRE RETIREMENT ADVISORY

120 VANTIS STE 400
ALISO VIEJO, CA 92656

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
27 13	CONTRACT ADMIN	16281	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

THE ACTUARIAL CONSULTING GROUP

1640 HUGUENOT RD
MIDLOTHIAN, VA 23113

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	CONTRACT ADMIN	25059	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

EMPOWER ANNUITY INSURANCE COMPANY O

8515 EAST ORCHARD ROAD
GREENWOOD VILLAGE, CO 80111

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
64	RECORDKEEPER	25235	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [X] No [ ]

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

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(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

SCHEDULE D (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

DFE/Participating Plan Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection.

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

B Three-digit plan number (PN) ▶ 002

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

D Employer Identification Number (EIN)
20-5070889

Part I **Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs)**
(Complete as many entries as needed to report all interests in DFEs)

a Name of MTIA, CCT, PSA, or 103-12 IE:	INDEXSELECT CONSERVATIVE 2045 FUND		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 81-4532033-313	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	20664
a Name of MTIA, CCT, PSA, or 103-12 IE:	LARGE CAP VALUE II		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 38-4065329-426	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	47559
a Name of MTIA, CCT, PSA, or 103-12 IE:	INDEXSELECT MODERATE 2065 FUND CL I		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 38-7275306-775	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	107143
a Name of MTIA, CCT, PSA, or 103-12 IE:	INDEXSELECT MODERATE RETIR CL I		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 81-4430771-305	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	1273718
a Name of MTIA, CCT, PSA, or 103-12 IE:	BLACKROCK EAFE EQUITY INDEX 1		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 20-3802495-007	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	5236
a Name of MTIA, CCT, PSA, or 103-12 IE:	INDEXSELECT GROWTH 2055 FUND CL I		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 81-4418048-304	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	11641
a Name of MTIA, CCT, PSA, or 103-12 IE:	INDEXSELECT MODERATE 2055 FUND CL I		
b Name of sponsor of entity listed in (a):	GREAT GRAY		
c EIN-PN 81-4484368-309	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	1024410

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT GROWTH 2035 FUND CL I

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4393238-302	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 6230

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT MODERATE 2035 FUND CL I

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4457845-307	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 1015244

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT GROWTH 2065 FUND CL I

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 38-7275305-774	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 1242

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT CONSERVATIVE 2065 FUND

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 38-7275307-776	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 4207

a Name of MTIA, CCT, PSA, or 103-12 IE: SMALL CAP GROWTH FUND II FEE CLASS

b Name of sponsor of entity listed in (a): GREAY GRAY

c EIN-PN 38-4126288-592	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 818

a Name of MTIA, CCT, PSA, or 103-12 IE: INTERNATIONAL EQUITY FUND FEE CLASS

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 38-4139853-000	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 13829

a Name of MTIA, CCT, PSA, or 103-12 IE: BLACKROCK EQUITY INDEX 1

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 20-3802168-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 521527

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT CONSERVATIVE 2055 FUND

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4543855-314	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 290

a Name of MTIA, CCT, PSA, or 103-12 IE: LARGE CAP GROWTH FUND III FEE CLASS

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 38-7275327-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 29925

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT GROWTH RETIREMENT FUND

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4374798-300	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 2806

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT GROWTH 2045 FUND CL I

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4403657-303	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 47247

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT CONSERVATIVE 2035 FUND

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4515825-312	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 17551

a Name of MTIA, CCT, PSA, or 103-12 IE: INDEXSELECT MODERATE 2045 FUND

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 81-4470950-308	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 1197476

a Name of MTIA, CCT, PSA, or 103-12 IE: SMALL CAP VALUE FUND III CL I1

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN 38-7289846-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 2306

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

Part II **Information on Participating Plans (to be completed by DFEs, other than DCGs)**
(Complete as many entries as needed to report all participating plans. DCGs must report each participating plan using Schedule DCG.)

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

D Employer Identification Number (EIN)
20-5070889

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	0	0
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	655556	0
(2) Participant contributions	1b(2)	0	0
(3) Other	1b(3)	0	0
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	0	0
(2) U.S. Government securities	1c(2)	0	0
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)	0	0
(B) All other	1c(3)(B)	0	0
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)	0	0
(B) Common	1c(4)(B)	0	0
(5) Partnership/joint venture interests	1c(5)	0	0
(6) Real estate (other than employer real property)	1c(6)	0	0
(7) Loans (other than to participants)	1c(7)	0	0
(8) Participant loans	1c(8)	55792	82930
(9) Value of interest in common/collective trusts	1c(9)	4073996	5351069
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)	0	0
(12) Value of interest in 103-12 investment entities	1c(12)	0	0
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	12047	27046
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)	25415	17670
(15) Other	1c(15)	0	0

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)	0	0
(2) Employer real property	1d(2)	0	0
1e Buildings and other property used in plan operation	1e	0	0
1f Total assets (add all amounts in lines 1a through 1e)	1f	4822806	5478715
Liabilities			
1g Benefit claims payable	1g	0	0
1h Operating payables	1h		
1i Acquisition indebtedness	1i	0	0
1j Other liabilities	1j	0	0
1k Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
Net Assets			
1l Net assets (subtract line 1k from line 1f)	1l	4822806	5478715

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)	0	
(B) Participants	2a(1)(B)	570357	
(C) Others (including rollovers)	2a(1)(C)	76747	
(2) Noncash contributions	2a(2)	0	
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		647104
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)	0	
(B) U.S. Government securities	2b(1)(B)	0	
(C) Corporate debt instruments	2b(1)(C)	0	
(D) Loans (other than to participants)	2b(1)(D)	0	
(E) Participant loans	2b(1)(E)	5679	
(F) Other	2b(1)(F)	317	
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		5996
(2) Dividends: **(A)** Preferred stock	2b(2)(A)	0	
(B) Common stock	2b(2)(B)	0	
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	459	
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		459
(3) Rents	2b(3)		0
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)	0	
(B) Aggregate carrying amount (see instructions)	2b(4)(B)	0	
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)	0	
(B) Other	2b(5)(B)	0	
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		0

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		692787
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		0
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		0
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		0
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		2207
c Other income	2c		-530
d Total income. Add all **income** amounts in column (b) and enter total	2d		1348023
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	624631	
(2) To insurance carriers for the provision of benefits	2e(2)	0	
(3) Other	2e(3)	0	
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		624631
f Corrective distributions (see instructions)	2f		0
g Certain deemed distributions of participant loans (see instructions)	2g		2908
h Interest expense	2h		0
i Administrative expenses:			
(1) Salaries and allowances	2i(1)	0	
(2) Contract administrator fees	2i(2)	39340	
(3) Recordkeeping fees	2i(3)	25235	
(4) IQPA audit fees	2i(4)	0	
(5) Investment advisory and investment management fees	2i(5)	0	
(6) Bank or trust company trustee/custodial fees	2i(6)	0	
(7) Actuarial fees	2i(7)	0	
(8) Legal fees	2i(8)	0	
(9) Valuation/appraisal fees	2i(9)	0	
(10) Other trustee fees and expenses	2i(10)	0	
(11) Other expenses	2i(11)	0	
(12) Total administrative expenses. Add lines **2i(1)** through **(11)**	2i(12)		64575
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		692114
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		655909
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unmodified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) [X] DOL Regulation 2520.103-8 **(2)** [ ] DOL Regulation 2520.103-12(d) **(3)** [ ] neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: ANDERSON ACCOUNTING & FINANCE LLC **(2)** EIN: 88-2403465

d The opinion of an independent qualified public accountant is **not attached** as part of Schedule H because:

(1) [ ] This form is filed for a CCT, PSA, DCG or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l. DCGs do not complete lines 4e, 4f, 4k, 4l, and 5, and DCGs generally complete the rest of Part IV collectively for all plans in the DCG, except as otherwise provided (see instructions).

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	**4a**		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	**4b**		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	**4c**		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	**4d**		X	
e Was this plan covered by a fidelity bond?	**4e**	X		425000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	**4f**		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4g**		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4h**		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	**4i**	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	**4j**		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	**4k**		X	
l Has the plan failed to provide any benefit when due under the plan?	**4l**		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	**4m**		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	**4n**			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? [ ] Yes [X] No

If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ..... ☐ Yes ☐ No ☐ Not determined

If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____.

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection.

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
VACATION RENTAL PROS PROPERTY MANAGEMENT LLC

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
VACATION RENTAL PROS PROPERTY MANAGEMENT, LLC

D Employer Identification Number (EIN)
20-5070889

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions ..... | 1 | 0

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 84-1455663

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year ..... | 3 |

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ Yes ☐ No ☐ N/A

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6	a	Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	6a	
	b	Enter the amount contributed by the employer to the plan for this plan year	6b	
	c	Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount)	6c	

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ Yes ☐ No ☐ N/A

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ Yes ☐ No ☐ N/A

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ Increase ☐ Decrease ☐ Both ☐ No

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ Yes ☐ No

11 a Does the ESOP hold any preferred stock? ..... ☐ Yes ☐ No

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ Yes ☐ No

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ Yes ☐ No

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment)	**14a**	
b The plan year immediately preceding the current plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14b**	
c The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) and (b):

a Enter the percentage of plan assets held as:
Public Equity: _____% Private Equity: _____% Investment-Grade Debt and Interest Rate Hedging Assets: _____%
High-Yield Debt: _____% Real Assets: _____% Cash or Cash Equivalents: _____% Other: _____%

b Provide the average duration of the Investment-Grade Debt and Interest Rate Hedging Assets:
☐ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ 15 years or more

20 **PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? ☐ Yes ☐ No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

☐ Yes.

☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

☐ No. Other. Provide explanation._____

Part VII IRS Compliance Questions

21a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? ☐ Yes ☒ No

21b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).

☐ Design-based safe harbor method

☐ "Prior year" ADP test

☒ "Current year" ADP test

☐ N/A

22 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter 11 / 14 / 2022 (MM/DD/YYYY) and the Opinion Letter serial number Q702518A .

Date: 10/12/2026

CC. US Department of Labor (IRS)
Kate Elliott
VTrips, LLC
Vacation Rental Pros Property Management
Ein# 20-5070889
200 Executive Way
Pointe Vedra Beach, FL 32082

To whom this may concern:

After taking the time and going through your books and statements, I have concluded that there was nothing unsual or out of order for the your IRS filing 5500 Anual return/report of employee benefits. All currency was in order following GAAP and 401(k) audits and accounting practices. I have reviewed all the documents provided by the client and agree will all filings that have been uploaded as well as the 5500 filing with schedules I have filed.

Sincerely,
Ben L. Anderson 10/12/2026

Anderson Finances
CTCPA, NATP
Office: 941-792-9821
ben@andersonaccounting.org
www.andersonfinances.com

August 19, 2026

Plan Number: 519503-01
Plan Name: VTrips 401(k) Plan

Enclosed is your Plan Summary for the period January 1, 2025 through December 31, 2025. Included are the following reports:

Summary Reports

Account Summary - A summary of plan transactions and balances.

Participant Summary by Investment Option - A summary of participant activity reported by fund, in dollars and units/shares.

Fair Value Measurements for FASB ASC 820 - A summary of investment-related information to assist in meeting the FASB ASC 820 reporting requirements (applicable only to large plan Form 5500 filers).

Participant Summary by Investment Option and Money Source - A summary of participant activity reported by money source and fund, in dollars and units/shares.

Forfeiture/Asset Holding Account - Forfeiture and/or asset holding account balances and activity.

Transaction Reports

Contributions - May include payroll deposits and/or loan repayments.

Additional Deposits - May include provider transfers, rollovers, conversions, forfeiture reallocation and mergers.

Refunds - Plan and/or participant refund activity.

Withdrawals - Participant distribution activity.

Fees/Withdrawal Charges - Participant Fee and/or Withdrawal Charge activity.

Participant Reports

Loan Summary - Participant loan information, balances and activity.

Deemed Distributed Loans - Participant deemed distributed loan information, balances along with deemed and active loan summary.

Summary by Participant - Participant investment account balances and activity.

Supplemental Reports

Realized and Unrealized Gains/(Losses) - A summary of the realized and unrealized gains and/or losses, reported by fund and based upon the market value at the beginning of the period.

Assets Acquired and Disposed of in the Plan Year - Reports applicable investment assets that were both acquired and disposed of within the plan year. Part of the Assets Held reporting requirement for Schedule H, 4i.

Assets Held for Investment Purposes - Reports investment assets held by the plan on the last day of the plan year. Required information if Schedule H, 4i has been answered as yes.

Transactions for Review (5% Reportable) - Reports all transactions to assist in determining reportable transactions. Note: current 5500 filing instructions do not require this information for certain participant directed transactions.

Information for Completing Form 5500 Schedule A, C, D, H and I - Provides information required to complete the Schedule A, C, D, H and I attachments to the Form 5500.

Information for Completing Form 8955-SSA - Provides information to complete Form 8955-SSA that is required to be filed with the IRS.

August 19, 2026

Dear Recipient:

RE: 519503-01 VTrips 401(k) Plan

Plan Year Ending December 31, 2025

Enclosed please find a Summary Report for VTrips 401(k) Plan to assist in the preparation of annual reporting requirements.

We hereby certify that the statement of transactions and list of securities, which are being furnished pursuant to 29 C.F.R. 2520.103-5(c) are complete and accurate. This information has been prepared on a cash basis method of accounting. During this Plan Year the sales and purchase transactions were conducted using the appropriate market values.

For Plans that invest in certain trusts or separate accounts that file as a Direct Filing Entity, a filing pursuant to 29 C.F.R. 2520.103-9 will be made for the trusts or separate accounts for the year ending December 31, 2025, on or before the filing due date for such accounts in accordance with the Form 5500 filing instructions.

If you have any questions on the information included please contact Plan Services at 1-877-694-4015.

Sincerely,

Hugo Breton
SVP Transformation & Plan Services

If the Plan utilizes an insurance product and the contract was sold in a state other than New York, this certification is provided by Empower Annuity Insurance Company of America (EAICA). If trustee or custodial services are provided by Empower Trust Company, LLC, this certification is provided by Empower Trust Company, LLC. If trustee or custodial services are provided along with an insurance product, this certification is provided by both EAICA and Empower Trust Company, LLC. If the Plan utilizes an insurance product and the contract was issued by Empower Annuity Insurance Company (EAIC), any applicable certification is being provided to you by EAIC.

Empower refers to the products and services offered by Empower Annuity Insurance Company of America and its subsidiaries, including Empower Retirement, LLC and Empower Annuity Insurance Company.

FAIR VALUE INFORMATION NOTICE FOR PLAN NUMBER 519503-01

SOP 94-4-1 reporting is required for large plan filings (generally defined as plans with more than 100 participants at the beginning of the plan year) which are required to file a Schedule H and where independent audits are required to be performed.

The values reported in this annual plan summary are contract values.

The **EI Fixed Account - Series Class I** in your plan is benefit responsive for participant-initiated transactions. However SOP 94-4-1 includes a definition of benefit responsiveness that pertains to benefit responsiveness at the plan level .Your contract may not be considered fully benefit responsive at the plan level based upon this definition. The definition is as follows:

An event that limits the ability of the plan to transact at contract value with the issuer (for example, premature termination of the contracts by the plan, plant closings, layoffs, plan termination, bankruptcy, mergers, and early retirement incentives) and that also limits the ability of the plan to transact at contract value with the participants in the plan must be probable of not occurring.

You have a provision in your investment contract that prevents the immediate and full payout of the contract value for plan-initiated transactions. Because of this definition, it is our opinion that the plan must determine which benefit responsive provisions are appropriate for the plan.

If you determine that your investment contract is benefit responsive, you will need to provide the following disclosures on your financial statements:

1) A general description of how the investment contract operates - please refer to your contract for this information. The methodology for calculating interest crediting rate - please use the following:

The **EI Fixed Account - Series Class I** is a general account product. The methodology for calculating the interest crediting rate is based on the earnings of the underlying assets in the entire medium-long term new portfolio compared to the minimum interest crediting rate, as stated in the contract, and prevailing market conditions. Interest crediting rate is reset quarterly.

2) The average yield earned by the fund - please use the following:

The average yield earned by the plan for the benefit responsive fund can be derived by averaging the quarterly gross interest rates for the fund over the year. The average for 2024 is 1.41% and for 2025 is 1.45%

3) The actual average yield earned by the plan for the benefit responsive fund - this can be derived by averaging the plan's quarterly interest rates. That average for 2024 is 1.41% and for 2025 is 1.45%

4) A description of the events that limit the fund's ability to transact at contract value - please refer to your contract for this information.

5) A description of the events that permit the issuer to terminate the contract - please refer to your contract for this information.

If you determine that your contract is not benefit responsive, you will need to report the Fair Value of the investment contract on your financial statements. Using a discounted cash flow valuation methodology where the interest rate for this portfolio investment contract is reset at least as frequently as annually, Fair Value of the investment contract, prior to contract termination, equals the Contract Value (Ending Balance) presented in your Annual Plan Summary.

SUMMARY REPORTS

ACCOUNT SUMMARY

VTrips 401(k) Plan
01-JAN-25 to 31-DEC-25

ACCOUNT BALANCE AS OF JANUARY 1, 2025 — 4,111,458.46

PARTICIPANT ACCOUNT SUMMARY

Beginning Balance	4,103,566.74	
Contributions/Deposits	1,272,520.82	
Additional Deposits	76,747.39	
Transfers In	16,692.54	
Interest/Dividends	708.94	
Change in Value	694,993.39	
Transfers Out	(16,692.54)	
Fees	(51,190.73)	
Withdrawals	(701,968.82)	
ENDING PARTICIPANT BALANCE		**5,395,377.73**

FORFEITURE/ASSET HOLDING ACCOUNT SUMMARY

Beginning Balance	7,891.72	
Forfeitures	139.55	
Interest/Dividends	67.36	
Transfers Out	(7,692.02)	
ENDING FORFEITURE/ASSET HOLDING BALANCE		**406.61**

ACCOUNT BALANCE AS OF DECEMBER 31, 2025 — 5,395,784.34

PARTICIPANT LOAN ACCOUNT SUMMARY

Beginning Balance	55,791.90	
(Refinanced)/Loans Issued	72,149.98	
Interest Assessed	5,711.37	
Loan Payments	(39,114.94)	
Distributed Loans	(8,699.20)	
ENDING OUTSTANDING LOAN BALANCE		**85,839.11**

TOTAL PLAN ASSETS AS OF DECEMBER 31, 2025 — 5,481,623.45

DEEMED DISTRIBUTED LOAN SUMMARY

DEEMED DISTRIBUTED LOAN SUMMARY	**2,908.48**	
NET FORM 5500 REPORTING BALANCE		**5,478,714.97**

PARTICIPANT SUMMARY BY INVESTMENT OPTION

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISARFI	2,239.07	2,946.05	0.00	0.00	0.00	270.01	0.00	(70.42)	(2,578.74)	2,805.97
1ISA35I	11,077.42	18,222.88	0.00	0.00	0.00	1,261.73	0.00	(147.44)	(24,184.60)	6,229.99
1ISA45I	50,144.03	35,313.80	0.00	0.00	0.00	4,880.92	0.00	(560.47)	(42,530.91)	47,247.37
1ISA55I	10,817.55	9,868.50	0.00	0.00	0.00	3,011.08	0.00	(159.28)	(11,897.22)	11,640.63
1ISC35I	10,293.01	6,025.98	0.00	0.00	0.00	1,365.20	0.00	(133.11)	0.00	17,551.08
1ISC45I	7,550.92	11,387.30	0.00	0.00	0.00	1,843.92	0.00	(118.12)	0.00	20,664.02
1ISC55I	0.00	1,103.08	0.00	0.00	0.00	83.37	0.00	(3.11)	(893.29)	290.05
1ISMRFI	1,149,007.53	108,429.56	22,073.14	0.00	0.00	116,585.46	0.00	(13,672.11)	(108,705.34)	1,273,718.24
1ISM35I	814,614.60	274,088.02	0.00	0.00	0.00	119,698.41	0.00	(9,999.80)	(183,156.77)	1,015,244.46
1ISM45I	851,624.82	271,801.89	0.00	5,136.66	0.00	173,999.50	(11,148.68)	(10,896.97)	(83,041.56)	1,197,475.66
1ISM55I	674,427.00	279,565.24	49,128.42	0.00	0.00	167,252.57	(407.20)	(8,809.36)	(136,746.40)	1,024,410.27
1ISM65I	82,919.73	80,116.41	0.00	0.00	0.00	17,021.46	0.00	(966.94)	(71,947.84)	107,142.82
1ISC65I	1,403.68	2,329.81	0.00	0.00	0.00	494.52	0.00	(21.15)	0.00	4,206.86
1ISA65I	92.60	2,954.28	0.00	4,884.06	0.00	44.22	(5,136.66)	(3.72)	(1,592.66)	1,242.12
1RNWGX	733.00	677.81	652.45	0.00	142.13	310.95	0.00	(17.00)	0.00	2,499.34
1BREAI1	2,548.52	1,737.21	0.00	0.00	0.00	988.47	0.00	(38.70)	0.00	5,235.50
1IEFCI1	8,111.30	5,746.68	0.00	3,335.91	0.00	1,635.95	0.00	(122.24)	(4,878.78)	13,828.82
1FSSNX	4,454.08	3,172.60	0.00	0.00	86.53	818.72	0.00	(59.16)	(398.87)	8,073.90
1SCGCI1	427.88	1,652.63	0.00	0.00	0.00	124.36	0.00	(20.46)	(1,366.55)	817.86
1SCVFI1	1,647.39	1,834.03	0.00	0.00	0.00	218.74	0.00	(33.95)	(1,360.50)	2,305.71
1FSMDX	6,860.18	6,460.14	978.68	0.00	154.06	972.63	0.00	(105.75)	(405.85)	14,914.09
1BREQI1	349,777.83	114,576.33	1,957.35	3,335.91	0.00	71,196.86	0.00	(4,367.80)	(14,949.41)	521,527.07
1LIIII1	17,077.74	11,611.20	0.00	0.00	0.00	3,380.22	0.00	(235.51)	(1,908.34)	29,925.31
1PTLVI1	28,193.71	16,031.73	1,957.35	0.00	0.00	7,429.60	0.00	(405.94)	(5,647.71)	47,558.74
1FXNAX	0.00	4,867.66	0.00	0.00	76.34	104.52	0.00	(14.68)	(3,475.35)	1,558.49
1GWAQ35	17,523.15	0.00	0.00	0.00	249.88	0.00	0.00	(207.54)	(302.13)	17,263.36
TOTALS	**4,103,566.74**	**1,272,520.82**	**76,747.39**	**16,692.54**	**708.94**	**694,993.39**	**(16,692.54)**	**(51,190.73)**	**(701,968.82)**	**5,395,377.73**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
1,272,520.82	(701,968.82)	5,548,301.72	(1,261,830.72)

PARTICIPANT COUNTS:

PARTICIPANTS WHO ARE CURRENTLY EMPLOYED AND HAVE AN ENDING ACCOUNT BALANCE:	313
PARTICIPANTS WHO TERMINATED EMPLOYMENT AND HAVE AN ENDING ACCOUNT BALANCE:	69
PARTICIPANTS WITH A ZERO ENDING ACCOUNT BALANCE:	233

PARTICIPANT SUMMARY BY INVESTMENT OPTION

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISARFI	146.365517	181.186258	0.000000	0.000000	0.000000	0.000000	0.000000	(4.473809)	(159.271953)	163.806013	17.129800
1ISA35I	569.523788	874.532553	0.000000	0.000000	0.000000	0.000000	0.000000	(7.677273)	(1,163.361225)	273.017843	22.819000
1ISA45I	2,418.677329	1,555.744046	0.000000	0.000000	0.000000	0.000000	0.000000	(27.591307)	(2,060.504267)	1,886.325801	25.047300
1ISA55I	516.836729	432.035163	0.000000	0.000000	0.000000	0.000000	0.000000	(7.502259)	(485.212094)	456.157539	25.518900
1ISC35I	668.615796	367.937516	0.000000	0.000000	0.000000	0.000000	0.000000	(8.545990)	0.000000	1,028.007322	17.072900
1ISC45I	418.454033	588.560040	0.000000	0.000000	0.000000	0.000000	0.000000	(6.446960)	0.000000	1,000.567113	20.652300
1ISC55I	0.000000	49.405168	0.000000	0.000000	0.000000	0.000000	0.000000	(0.131664)	(37.198810)	12.074694	24.021500
1ISMRFI	79,623.546511	7,133.479371	1,548.655380	0.000000	0.000000	0.000000	0.000000	(939.688714)	(7,192.882954)	80,173.109594	15.887100
1ISM35I	45,601.923865	14,337.806778	0.000000	0.000000	0.000000	0.000000	0.000000	(556.762393)	(9,698.401978)	49,684.566272	20.433800
1ISM45I	42,409.482043	12,349.523317	0.000000	251.315372	0.000000	0.000000	(524.120056)	(539.551596)	(3,719.072818)	50,227.576262	23.841000
1ISM55I	32,357.171610	12,042.993662	2,303.327918	0.000000	0.000000	0.000000	(18.970488)	(420.435148)	(5,902.467095)	40,361.620459	25.380800
1ISM65I	5,636.349775	4,847.588841	0.000000	0.000000	0.000000	0.000000	0.000000	(65.559311)	(4,445.360592)	5,973.018713	17.937800
1ISC65I	93.623994	137.917003	0.000000	0.000000	0.000000	0.000000	0.000000	(1.394084)	0.000000	230.146913	18.279000
1ISA65I	7.161802	205.958015	0.000000	366.740004	0.000000	0.000000	(391.430250)	(0.277217)	(109.364957)	78.787397	15.765500
1RNWGX	9.523157	7.678699	8.272474	0.000000	1.562553	0.000000	0.000000	(0.211289)	0.000000	26.825594	93.170000
1BREAI1	18.612117	10.662300	0.000000	0.000000	0.000000	0.000000	0.000000	(0.259740)	0.000000	29.014677	180.443000
1IEFCI1	690.253177	424.989426	0.000000	239.521375	0.000000	0.000000	0.000000	(9.881076)	(351.361911)	993.520991	13.919000
1FSSNX	160.913312	114.792908	0.000000	0.000000	2.746984	0.000000	0.000000	(2.283664)	(15.131776)	261.037764	30.930000
1SCGCI1	35.329489	138.886649	0.000000	0.000000	0.000000	0.000000	0.000000	(1.808206)	(108.269645)	64.138287	12.751400
1SCVFI1	107.298909	122.208691	0.000000	0.000000	0.000000	0.000000	0.000000	(2.390022)	(85.903044)	141.214534	16.327700
1FSMDX	203.144108	183.741845	27.795513	0.000000	4.180015	0.000000	0.000000	(3.233124)	(11.780838)	403.847519	36.930000
1BREQI1	419.635113	128.521292	2.274689	3.788735	0.000000	0.000000	0.000000	(5.370782)	(17.963224)	530.885823	982.371400
1LIIII1	1,159.967177	746.778949	0.000000	0.000000	0.000000	0.000000	0.000000	(16.401975)	(112.335523)	1,778.008628	16.830800
1PTLVI1	1,307.698445	685.098016	87.019246	0.000000	0.000000	0.000000	0.000000	(18.670620)	(233.811304)	1,827.333783	26.026300
1FXNAX	0.000000	470.522362	0.000000	0.000000	7.241873	0.000000	0.000000	(1.386309)	(328.794035)	147.583891	10.560000

Only funds that vary with market conditions are noted.

LEGEND

INVESTMENT OPTION:

1ISARFI	INDEXSELECT GROWTH RETIREMENT FUND CL I	1ISA35I	INDEXSELECT GROWTH 2035 FUND CL I
1ISA45I	INDEXSELECT GROWTH 2045 FUND CL I	1ISA55I	INDEXSELECT GROWTH 2055 FUND CL I
1ISC35I	INDEXSELECT CONSERVATIVE 2035 FUND CL I	1ISC45I	INDEXSELECT CONSERVATIVE 2045 FUND CL I
1ISC55I	INDEXSELECT CONSERVATIVE 2055 FUND CL I	1ISMRFI	INDEXSELECT MODERATE RETIRE FUND CL I
1ISM35I	INDEXSELECT MODERATE 2035 FUND CL I	1ISM45I	INDEXSELECT MODERATE 2045 FUND CL I
1ISM55I	INDEXSELECT MODERATE 2055 FUND CL I	1ISM65I	INDEXSELECT MODERATE 2065 FUND CL I
1ISC65I	INDEXSELECT CONSERVATIVE 2065 FUND I	1ISA65I	INDEXSELECT GROWTH 2065 FUND CL I
1RNWGX	AMERICAN FUNDS NEW WORLD R6	1BREAI1	BLACKROCK EAFE EQUITY INDEX 1
1IEFCI1	INTERNATIONAL EQUITY FUND FEE CLASS I1	1FSSNX	FIDELITY SMALL CAP INDEX
1SCGCI1	SMALL CAP GROWTH FUND II FEE CLASS I1	1SCVFI1	SMALL CAP VALUE FUND III CL I1
1FSMDX	FIDELITY MID CAP INDEX	1BREQI1	BLACKROCK EQUITY INDEX 1
1LIIII1	LARGE CAP GROWTH FUND III FEE CLASS I1	1PTLVI1	LARGE CAP VALUE I1
1FXNAX	FIDELITY US BOND INDEX	1GWAQ35	EI FIXED ACCOUNT - SERIES CLASS I

FAIR VALUE MEASUREMENTS FOR FASB ASC 820

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INV OPTION CODE	INV OPTION NAME	INV OPTION TYPE	SUGGESTED FASB ASC 820 CATEGORY CODE	TOTAL VALUE
1RNWGX	AMERICAN FUNDS NEW WORLD R6	Mutual Funds	1	2,499.34
1FSMDX	FIDELITY MID CAP INDEX	Mutual Funds	1	14,914.09
1FSSNX	FIDELITY SMALL CAP INDEX	Mutual Funds	1	8,073.90
1FXNAX	FIDELITY US BOND INDEX	Mutual Funds	1	1,558.49
			FASB ASC 820 CATEGORY CODE 1 SUB-TOTAL	**27,045.82**
1GWAQ35	EI FIXED ACCOUNT - SERIES CLASS I	Fixed Annuities	2	17,263.36
			FASB ASC 820 CATEGORY CODE 2 SUB-TOTAL	**17,263.36**
1BREAI1	BLACKROCK EAFE EQUITY INDEX 1	Collective Trust Funds	NAVPE	5,235.50
1BREQI1	BLACKROCK EQUITY INDEX 1	Collective Trust Funds	NAVPE	521,527.07
1ISC35I	INDEXSELECT CONSERVATIVE 2035 FUND CL I	Collective Trust Funds	NAVPE	17,551.08
1ISC45I	INDEXSELECT CONSERVATIVE 2045 FUND CL I	Collective Trust Funds	NAVPE	20,664.02
1ISC55I	INDEXSELECT CONSERVATIVE 2055 FUND CL I	Collective Trust Funds	NAVPE	290.05
1ISC65I	INDEXSELECT CONSERVATIVE 2065 FUND I	Collective Trust Funds	NAVPE	4,206.86
1ISA35I	INDEXSELECT GROWTH 2035 FUND CL I	Collective Trust Funds	NAVPE	6,229.99
1ISA45I	INDEXSELECT GROWTH 2045 FUND CL I	Collective Trust Funds	NAVPE	47,247.37
1ISA55I	INDEXSELECT GROWTH 2055 FUND CL I	Collective Trust Funds	NAVPE	11,640.63
1ISA65I	INDEXSELECT GROWTH 2065 FUND CL I	Collective Trust Funds	NAVPE	1,242.12
1ISARFI	INDEXSELECT GROWTH RETIREMENT FUND CL I	Collective Trust Funds	NAVPE	2,805.97
1ISM35I	INDEXSELECT MODERATE 2035 FUND CL I	Collective Trust Funds	NAVPE	1,015,244.46
1ISM45I	INDEXSELECT MODERATE 2045 FUND CL I	Collective Trust Funds	NAVPE	1,197,475.66
1ISM55I	INDEXSELECT MODERATE 2055 FUND CL I	Collective Trust Funds	NAVPE	1,024,410.27
1ISM65I	INDEXSELECT MODERATE 2065 FUND CL I	Collective Trust Funds	NAVPE	107,142.82
1ISMRFI	INDEXSELECT MODERATE RETIRE FUND CL I	Collective Trust Funds	NAVPE	1,273,718.24
1IEFCI1	INTERNATIONAL EQUITY FUND FEE CLASS I1	Collective Trust Funds	NAVPE	13,828.82
1LIIII1	LARGE CAP GROWTH FUND III FEE CLASS I1	Collective Trust Funds	NAVPE	29,925.31
1PTLVI1	LARGE CAP VALUE I1	Collective Trust Funds	NAVPE	47,558.74
1SCGCI1	SMALL CAP GROWTH FUND II FEE CLASS I1	Collective Trust Funds	NAVPE	817.86
1SCVFI1	SMALL CAP VALUE FUND III CL I1	Collective Trust Funds	NAVPE	2,305.71
			FASB ASC 820 CATEGORY CODE NAVPE SUB-TOTAL	**5,351,068.55**
			PLAN TOTAL	**5,395,377.73 ****

** Participant Loans - reported separately as notes receivable from participants and not included in this total. Please refer to the Loan Summary for details.
** Forfeitures / Unallocated Plan Assets - For fund types and balances, please refer to the Forfeiture / Asset Holding Account report.

NOTE: The investments reported above include any investment in the plan recordkept by the provider that had a value as of the report begin date, a value as of the report end date or any activity (e.g., purchases or sales) during the reporting period. The values reported above are the values used for plan and participant reporting purposes. These values do not factor in liquidation restrictions such as redemption fees, market timing fees or contract termination fees. Please refer to each investment's prospectus or contract for more information on any potential liquidation restrictions.

Inv Option Type	Valuation Methodology/Source	Observable Input	Unobservable Input	Suggested FASB ASC 820 Category Code
Mutual Funds	Share Prices/Net Asset Values (NAVs) reported on the Plan Summary Reports for NAV mutual funds are generally obtained from a file feed from the National Securities Clearing Corporation, and/or directly from the fund house, or a secondary pricing source, such as Interactive Data Corporation (IDC).	An attempt is made to receive share prices from more than one source, and before the share price is entered into the recordkeeping system, a systematic comparison is performed and any difference in quoted share prices for the same fund is resolved by contacting the fund house directly to ensure the correct share price is recorded. Variance reports are also reviewed showing percentage of share price changes from the prior day. The internal pricing analyst and management will review the overall movement of market indices and will apply judgment in determining whether any further research with fund houses will be pursued for share price variances from the prior day. Daily, after all research and validation has been performed, and variances have been resolved, share prices are closed and loaded to the recordkeeping system.	None.	1
Fixed Annuities	The reported values for fixed annuity options are reported daily based on the valuation method disclosed in the annuity contract, as calculated by the annuity provider.	Plan sponsors should evaluate the general financial condition of the issuer of the annuity contract that is owned by the plan sponsor as a component of validating whether the calculated contract value of the guaranteed contract is an accurate value. All of these inputs are generally considered obtainable/observable through the review of existing contracts and readily available financial information on the Web sites of the issuing financial institutions. Information related to Empower Annuity Insurance Company of America financial results can be found at: www.empower.com/about/financial-strength	None.	2
Collective Trust Funds	Share Prices/NAV's reported on the Plan Summary Reports for Collective Trust Funds are generally obtained directly from the fund house or other investment provider.	If available, an attempt is made to receive share prices from more than one source, and before the share price is entered into the recordkeeping system, a systematic comparison is performed and any difference in quoted share prices for the same fund is resolved by contacting the investment provider directly to ensure the correct share price is recorded. Variance reports are also reviewed showing percentage of share price changes from the prior day. The internal pricing analyst and management will review the overall movement of market indices and will apply judgement in determining whether any further research with investment providers will be pursued for share price variances from the prior day. Daily, after all research and validation has been performed, and variances have been resolved, share prices are closed and loaded to the recordkeeping system.	Due to the various unique investments that may be allowed in a collective trust fund, and the various redemption restrictions that may be imposed, a plan sponsor should individually review the prospectus and operations of each of these types of investment options. Per US GAAP guidance, investments which use a net asset value per share (NAV) practical expedient for fair value measurement, as defined in ASC 820, should be removed from the leveling table and shown as a reconciling item. In general, the use of the practical expedient requires that the NAV is not publically available.	NAVPE

FAIR VALUE MEASUREMENTS FOR FASB ASC 820

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

Inv Option Type	Valuation Methodology/Source	Observable Input	Unobservable Input	Suggested FASB ASC 820 Category Code
Participant Loans	The stated value of participant loans represents the outstanding principal balance of the loan, taking into account the applicable interest rate, amortization schedule and repayments made for each loan. Loans are notes receivable from the participants.	The loan agreement is a contract which indicates that the mortgagee (plan participant) will pay a certain cash flow stream at an agreed upon interest rate. Participant loans must operate within the structure of the plan's written loan program, are generally repaid via payroll deduction, are generally collateralized using the participant's vested account balance in the plan (limited to no more than 50% of the participant's vested balance, or $50,000 if less, at the date of the loan application) and are generally segregated investments of the participants borrowing the money.	Each plan fiduciary will need to consider specifics of the plan's loan policies, and default rates of its participants for determining fair value. In the 'normal' loan market, the interest rate environment moves daily, and values of a fixed income security fluctuate based on the relationship of the stated face interest rate on the security vs. the current rate a new loan would have. However, participant loans in retirement plans cannot be readily 're-sold' into a secondary market in the manner a bond or mortgage can.	Review Required by Plan Sponsor

Level 1: Valuations are based on quoted prices in active markets for identical assets or liabilities. Example: NYSE closing prices used to value mutual funds and publicly traded stocks.

Level 2: Valuations are based on observable inputs (assumptions obtained from independent sources) for the asset or liability, either directly or indirectly. Example: Quoted prices used to value similar instruments in active markets such as bonds.

Level 3: Valuations are based on unobservable inputs (assumptions based on the best information available) that are significant to the fair value of the assets or liabilities. Example: Situations where there is little, if any, market activity for the asset or liability.

The information contained in the FASB ASC 820 Summary report is provided for your convenience and informational purposes only, and should not be construed as investment, legal, tax or accounting advice. Plan sponsors, as the plan fiduciary, are responsible for understanding the methods used to determine the fair value of each of their Plan's investment options and are accountable for the FASB ASC 820 valuation and categorization of assets within the financial statements. Please consult with your financial advisor, attorney, accountant and/or tax adviser, as needed. Empower Trust Company LLC disclaims any responsibility to update the views provided herein, does not guarantee that the information supplied is accurate, complete or timely and does not make any warranties with regard to the results obtained from its use.

EMPLOYEE BEFORE TAX 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISARFI	1,582.99	1,055.60	0.00	0.00	0.00	101.71	0.00	(32.50)	(2,578.74)	129.06
1ISA35I	6,003.19	5,515.33	0.00	0.00	0.00	552.95	0.00	(75.47)	(11,000.47)	995.53
1ISA45I	29,849.17	10,345.09	0.00	0.00	0.00	191.01	0.00	(265.97)	(27,364.40)	12,754.90
1ISA55I	2,915.91	1,479.57	0.00	0.00	0.00	720.08	0.00	(39.33)	(1,111.70)	3,964.53
1ISC35I	6,340.06	0.00	0.00	0.00	0.00	683.59	0.00	(74.53)	0.00	6,949.12
1ISC55I	0.00	268.05	0.00	0.00	0.00	22.42	0.00	(0.42)	0.00	290.05
1ISMRFI	470,856.16	38,108.93	0.00	0.00	0.00	48,115.45	0.00	(5,664.49)	(16,886.61)	534,529.44
1ISM35I	458,548.41	125,980.20	0.00	0.00	0.00	71,574.56	0.00	(5,842.27)	(49,282.23)	600,978.67
1ISM45I	216,425.57	89,752.22	0.00	1,591.78	0.00	47,686.23	(3,555.76)	(2,928.44)	(7,271.93)	341,699.67
1ISM55I	197,018.65	72,609.05	0.00	0.00	0.00	47,409.98	(326.43)	(2,528.49)	(26,596.78)	287,585.98
1ISM65I	16,920.83	6,452.66	0.00	0.00	0.00	1,751.20	0.00	(158.79)	(14,623.91)	10,341.99
1ISC65I	160.20	2,148.41	0.00	0.00	0.00	210.25	0.00	(6.13)	0.00	2,512.73
1ISA65I	0.00	270.00	0.00	1,435.99	0.00	(23.21)	(1,591.78)	0.00	0.00	91.00
1RNWGX	562.80	469.66	0.00	0.00	70.23	150.57	0.00	(8.43)	0.00	1,244.83
1BREAI1	1,928.64	1,276.76	0.00	0.00	0.00	758.34	0.00	(29.92)	0.00	3,933.82
1IEFCI1	0.00	165.87	0.00	1,223.10	0.00	(2.88)	0.00	(3.11)	(1,382.98)	0.00
1FSSNX	0.00	197.65	0.00	0.00	0.00	2.25	0.00	(0.47)	(199.43)	0.00
1SCGCI1	220.91	1,054.67	0.00	0.00	0.00	80.89	0.00	(10.59)	(983.21)	362.67
1SCVFI1	223.75	1,054.67	0.00	0.00	0.00	75.52	0.00	(10.68)	(975.96)	367.30
1FSMDX	905.07	902.06	0.00	0.00	17.83	123.15	0.00	(13.04)	(202.92)	1,732.15
1BREQI1	197,175.77	73,694.36	0.00	1,223.10	0.00	42,343.76	0.00	(2,527.56)	(4,242.83)	307,666.60
1LIIII1	2,413.28	1,750.50	0.00	0.00	0.00	493.70	0.00	(33.71)	0.00	4,623.77
1PTLVI1	9,394.77	5,610.83	0.00	0.00	0.00	2,420.50	0.00	(135.35)	(2,130.60)	15,160.15
1FXNAX	0.00	477.98	0.00	0.00	11.67	12.05	0.00	(1.87)	0.00	499.83
1GWAQ35	14,683.93	0.00	0.00	0.00	210.76	0.00	0.00	(174.28)	(76.83)	14,643.58
TOTALS	**1,634,130.06**	**440,640.12**	**0.00**	**5,473.97**	**310.49**	**265,454.07**	**(5,473.97)**	**(20,565.84)**	**(166,911.53)**	**2,153,057.37**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
440,640.12	(166,911.53)	2,018,898.01	(335,873.84)

EMPLOYEE BEFORE TAX 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISARFI	103.478306	65.410033	0.000000	0.000000	0.000000	0.000000	0.000000	(2.082357)	(159.271953)	7.534029	17.129800
1ISA35I	308.642146	276.421509	0.000000	0.000000	0.000000	0.000000	0.000000	(3.987206)	(537.449161)	43.627288	22.819000
1ISA45I	1,439.763103	465.061014	0.000000	0.000000	0.000000	0.000000	0.000000	(13.459132)	(1,382.132550)	509.232435	25.047300
1ISA55I	139.315256	65.496652	0.000000	0.000000	0.000000	0.000000	0.000000	(1.878835)	(47.576425)	155.356648	25.518900
1ISC35I	411.839604	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(4.813343)	0.000000	407.026261	17.072900
1ISC55I	0.000000	12.092729	0.000000	0.000000	0.000000	0.000000	0.000000	(0.018035)	0.000000	12.074694	24.021500
1ISMRFI	32,629.233471	2,522.653730	0.000000	0.000000	0.000000	0.000000	0.000000	(389.413597)	(1,116.973778)	33,645.499826	15.887100
1ISM35I	25,669.427657	6,669.001200	0.000000	0.000000	0.000000	0.000000	0.000000	(325.380461)	(2,602.040613)	29,411.007783	20.433800
1ISM45I	10,777.630646	4,146.626581	0.000000	77.879163	0.000000	0.000000	(166.361607)	(145.087815)	(358.248352)	14,332.438616	23.841000
1ISM55I	9,452.417943	3,196.736412	0.000000	0.000000	0.000000	0.000000	(15.207470)	(120.874641)	(1,182.224402)	11,330.847842	25.380800
1ISM65I	1,150.169579	392.413821	0.000000	0.000000	0.000000	0.000000	0.000000	(11.236600)	(954.799505)	576.547295	17.937800
1ISC65I	10.684867	127.174185	0.000000	0.000000	0.000000	0.000000	0.000000	(0.393669)	0.000000	137.465383	18.279000
1ISA65I	0.000000	19.243275	0.000000	107.827295	0.000000	0.000000	(121.298485)	0.000000	0.000000	5.772085	15.765500
1RNWGX	7.311892	5.381745	0.000000	0.000000	0.772097	0.000000	0.000000	(0.104840)	0.000000	13.360894	93.170000
1BREAI1	14.085058	7.916883	0.000000	0.000000	0.000000	0.000000	0.000000	(0.201042)	0.000000	21.800899	180.443000
1IEFCI1	0.000000	11.948923	0.000000	87.819694	0.000000	0.000000	0.000000	(0.224628)	(99.543989)	0.000000	0.000000
1FSSNX	0.000000	7.586785	0.000000	0.000000	0.000000	0.000000	0.000000	(0.021125)	(7.565660)	0.000000	0.000000
1SCGCI1	18.240299	88.791338	0.000000	0.000000	0.000000	0.000000	0.000000	(0.960159)	(77.630143)	28.441335	12.751400
1SCVFI1	14.573375	70.133483	0.000000	0.000000	0.000000	0.000000	0.000000	(0.759071)	(61.452566)	22.495221	16.327700
1FSMDX	26.801031	25.908578	0.000000	0.000000	0.483908	0.000000	0.000000	(0.399672)	(5.890274)	46.903571	36.930000
1BREQI1	236.555526	83.348293	0.000000	1.389127	0.000000	0.000000	0.000000	(3.105100)	(5.000173)	313.187673	982.371400
1LIIII1	163.916783	113.158359	0.000000	0.000000	0.000000	0.000000	0.000000	(2.354549)	0.000000	274.720593	16.830800
1PTLVI1	435.754190	241.029312	0.000000	0.000000	0.000000	0.000000	0.000000	(6.235578)	(88.054293)	582.493631	26.026300
1FXNAX	0.000000	46.398691	0.000000	0.000000	1.111753	0.000000	0.000000	(0.178292)	0.000000	47.332152	10.560000

Only funds that vary with market conditions are noted.

EMPLOYEE ROLLOVER BEFORE TAX 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISA35I	2,453.18	0.00	0.00	0.00	0.00	(126.29)	0.00	(18.26)	(2,308.63)	0.00
1ISMRFI	10,462.55	0.00	22,073.14	0.00	0.00	3,451.06	0.00	(199.82)	(1,870.75)	33,916.18
1ISM35I	36,479.01	3,083.21	0.00	0.00	0.00	3,589.56	0.00	(387.26)	(15,184.55)	27,579.97
1ISM45I	327,644.44	2,579.75	0.00	0.00	0.00	60,099.59	0.00	(3,861.14)	(10,767.71)	375,694.93
1ISM55I	55,897.37	384.02	49,128.42	0.00	0.00	20,603.50	0.00	(1,065.65)	(5,656.45)	119,291.21
1ISM65I	3,549.82	0.00	0.00	0.00	0.00	242.52	0.00	(30.75)	(2,570.66)	1,190.93
1RNWGX	0.00	0.00	652.45	0.00	46.49	118.42	0.00	(6.18)	0.00	811.18
1FSMDX	0.00	0.00	978.68	0.00	11.24	46.64	0.00	(8.37)	0.00	1,028.19
1BREQI1	77,652.26	0.00	1,957.35	0.00	0.00	12,278.11	0.00	(884.14)	(4,941.38)	86,062.20
1PTLVI1	10,088.18	0.00	1,957.35	0.00	0.00	2,369.44	0.00	(136.47)	0.00	14,278.50
1GWAQ35	762.70	0.00	0.00	0.00	10.73	0.00	0.00	(9.16)	(34.60)	729.67
TOTALS	**524,989.51**	**6,046.98**	**76,747.39**	**0.00**	**68.46**	**102,672.55**	**0.00**	**(6,607.20)**	**(43,334.73)**	**660,582.96**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
6,046.98	(43,334.73)	616,489.02	(164,307.29)

EMPLOYEE ROLLOVER BEFORE TAX 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISA35I	126.125533	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.993220)	(125.132313)	0.000000	0.000000
1ISMRFI	725.030284	0.000000	1,548.655380	0.000000	0.000000	0.000000	0.000000	(13.430399)	(125.429945)	2,134.825320	15.887100
1ISM35I	2,042.086071	161.606049	0.000000	0.000000	0.000000	0.000000	0.000000	(21.595390)	(832.373265)	1,349.723465	20.433800
1ISM45I	16,316.141662	116.601153	0.000000	0.000000	0.000000	0.000000	0.000000	(192.384000)	(482.003639)	15,758.355176	23.841000
1ISM55I	2,681.803356	16.895305	2,303.327918	0.000000	0.000000	0.000000	0.000000	(51.211465)	(250.757902)	4,700.057212	25.380800
1ISM65I	241.294035	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(2.188422)	(172.713296)	66.392317	17.937800
1RNWGX	0.000000	0.000000	8.272474	0.000000	0.511103	0.000000	0.000000	(0.077162)	0.000000	8.706415	93.170000
1FSMDX	0.000000	0.000000	27.795513	0.000000	0.305680	0.000000	0.000000	(0.259658)	0.000000	27.841535	36.930000
1BREQI1	93.160892	0.000000	2.274689	0.000000	0.000000	0.000000	0.000000	(1.095557)	(6.733450)	87.606574	982.371400
1PTLVI1	467.916099	0.000000	87.019246	0.000000	0.000000	0.000000	0.000000	(6.317542)	0.000000	548.617803	26.026300

Only funds that vary with market conditions are noted.

EMPLOYER PROFIT SHARING 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISA35I	22.35	35.64	0.00	0.00	0.00	4.51	0.00	(0.49)	(62.01)	0.00
1ISMRFI	385,756.47	488.29	0.00	0.00	0.00	37,530.44	0.00	(4,527.29)	(17,816.96)	401,430.95
1ISM35I	49,884.71	57.20	0.00	0.00	0.00	5,982.80	0.00	(545.73)	(11,169.93)	44,209.05
1ISM45I	42,034.77	1,321.18	0.00	0.00	0.00	7,738.11	0.00	(504.18)	(1,818.32)	48,771.56
1ISM55I	45,437.02	1,466.60	0.00	0.00	0.00	9,744.86	0.00	(550.72)	(2,653.77)	53,443.99
1ISM65I	3,610.95	0.00	0.00	0.00	0.00	39.96	0.00	(26.94)	(3,623.97)	0.00
1ISC65I	456.49	0.00	0.00	0.00	0.00	98.87	0.00	(5.38)	0.00	549.98
1SCVFI1	445.61	0.00	0.00	0.00	0.00	27.44	0.00	(4.76)	0.00	468.29
1BREQI1	6,240.14	0.00	0.00	0.00	0.00	1,099.06	0.00	(71.20)	0.00	7,268.00
1GWAQ35	1,053.29	0.00	0.00	0.00	14.65	0.00	0.00	(12.58)	(67.64)	987.72
TOTALS	**534,941.80**	**3,368.91**	**0.00**	**0.00**	**14.65**	**62,266.05**	**0.00**	**(6,249.27)**	**(37,212.60)**	**557,129.54**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
3,368.91	(37,212.60)	477,809.75	(50,934.76)

EMPLOYER PROFIT SHARING 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISA35I	1.149175	1.812189	0.000000	0.000000	0.000000	0.000000	0.000000	(0.026299)	(2.935065)	0.000000	0.000000
1ISMRFI	26,732.024952	32.163077	0.000000	0.000000	0.000000	0.000000	0.000000	(311.474817)	(1,184.983402)	25,267.729810	15.887100
1ISM35I	2,792.534426	3.009975	0.000000	0.000000	0.000000	0.000000	0.000000	(30.655693)	(601.363080)	2,163.525628	20.433800
1ISM45I	2,093.260636	60.578923	0.000000	0.000000	0.000000	0.000000	0.000000	(25.102209)	(83.037410)	2,045.699940	23.841000
1ISM55I	2,179.944177	59.863493	0.000000	0.000000	0.000000	0.000000	0.000000	(26.431537)	(107.690363)	2,105.685770	25.380800
1ISM65I	245.449175	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(1.968273)	(243.480902)	0.000000	0.000000
1ISC65I	30.447512	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.359650)	0.000000	30.087862	18.279000
1SCVFI1	29.023861	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.343025)	0.000000	28.680836	16.327700
1BREQI1	7.486412	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.087987)	0.000000	7.398425	982.371400

Only funds that vary with market conditions are noted.

EMPLOYER NON-ELECTIVE (FROZEN) 02

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISMRFI	108,992.43	559.97	0.00	0.00	0.00	10,572.98	0.00	(1,275.39)	(4,974.64)	113,875.35
1ISM35I	35,573.24	0.00	0.00	0.00	0.00	4,992.75	0.00	(416.96)	(987.29)	39,161.74
1ISM45I	6,357.72	11.70	0.00	0.00	0.00	1,177.49	0.00	(75.16)	0.00	7,471.75
1ISM55I	26,057.52	0.00	0.00	0.00	0.00	5,605.50	0.00	(307.46)	0.00	31,355.56
1ISC65I	135.83	0.00	0.00	0.00	0.00	29.42	0.00	(1.60)	0.00	163.65
1SCVFI1	132.60	0.00	0.00	0.00	0.00	8.16	0.00	(1.41)	0.00	139.35
1BREQI1	637.74	0.00	0.00	0.00	0.00	112.31	0.00	(7.33)	0.00	742.72
1GWAQ35	352.53	0.00	0.00	0.00	4.97	0.00	0.00	(4.06)	(11.68)	341.76
TOTALS	**178,239.61**	**571.67**	**0.00**	**0.00**	**4.97**	**22,498.61**	**0.00**	**(2,089.37)**	**(5,973.61)**	**193,251.88**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
571.67	(5,973.61)	157,055.87	(10,179.00)

EMPLOYER NON-ELECTIVE (FROZEN) 02

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISMRFI	7,552.921041	37.178098	0.000000	0.000000	0.000000	0.000000	0.000000	(87.716211)	(334.595538)	7,167.787390	15.887100
1ISM35I	1,991.380766	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(23.295822)	(51.566585)	1,916.518359	20.433800
1ISM45I	316.603705	0.539467	0.000000	0.000000	0.000000	0.000000	0.000000	(3.744155)	0.000000	313.399017	23.841000
1ISM55I	1,250.168446	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(14.764129)	0.000000	1,235.404317	25.380800
1ISC65I	9.059877	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.107021)	0.000000	8.952856	18.279000
1SCVFI1	8.636258	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.101573)	0.000000	8.534685	16.327700
1BREQI1	0.765106	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.009059)	0.000000	0.756047	982.371400

Only funds that vary with market conditions are noted.

QUALIFIED MATCHING CONTRIBUTIONS 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISM35I	2,537.18	95.94	0.00	0.00	0.00	217.84	0.00	(26.17)	(977.54)	1,847.25
1ISM45I	1,426.70	628.46	0.00	0.00	0.00	314.44	0.00	(27.52)	0.00	2,342.08
1GWAQ35	7.17	0.00	0.00	0.00	0.09	0.00	0.00	(0.04)	(1.94)	5.28
TOTALS	**3,971.05**	**724.40**	**0.00**	**0.00**	**0.09**	**532.28**	**0.00**	**(53.73)**	**(979.48)**	**4,194.61**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
724.40	(979.48)	5,078.78	(2,165.26)

PARTICIPANT SUMMARY BY INVESTMENT OPTION AND MONEY SOURCE

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

QUALIFIED MATCHING CONTRIBUTIONS 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISM35I	142.030593	5.048549	0.000000	0.000000	0.000000	0.000000	0.000000	(1.452920)	(55.224630)	90.401592	20.433800
1ISM45I	71.047528	28.540725	0.000000	0.000000	0.000000	0.000000	0.000000	(1.351012)	0.000000	98.237241	23.841000

Only funds that vary with market conditions are noted.

QUALIFIED NONELECTIVE CONTRIBUTIONS 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISM35I	634.12	23.92	0.00	0.00	0.00	54.44	0.00	(6.53)	(244.35)	461.60
1ISM45I	356.72	157.24	0.00	0.00	0.00	78.64	0.00	(6.89)	0.00	585.71
1GWAQ35	1.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(0.49)	1.33
TOTALS	**992.66**	**181.16**	**0.00**	**0.00**	**0.00**	**133.08**	**0.00**	**(13.42)**	**(244.84)**	**1,048.64**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
181.16	(244.84)	1,269.62	(541.23)

PARTICIPANT SUMMARY BY INVESTMENT OPTION AND MONEY SOURCE

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

QUALIFIED NONELECTIVE CONTRIBUTIONS 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISM35I	35.497747	1.258715	0.000000	0.000000	0.000000	0.000000	0.000000	(0.362406)	(13.804220)	22.589836	20.433800
1ISM45I	17.764427	7.140981	0.000000	0.000000	0.000000	0.000000	0.000000	(0.338232)	0.000000	24.567176	23.841000

Only funds that vary with market conditions are noted.

ROTH 401K ROLLOVER 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISMRFI	207.27	0.00	0.00	0.00	0.00	20.70	0.00	(2.38)	0.00	225.59
1ISM35I	58.43	11.18	0.00	0.00	0.00	9.11	0.00	(1.03)	0.00	77.69
1ISM45I	216.60	10.58	0.00	0.00	0.00	33.53	0.00	(2.52)	(48.09)	210.10
1ISM55I	13,059.92	0.00	0.00	0.00	0.00	1,948.38	0.00	(129.65)	(5,983.08)	8,895.57
1GWAQ35	24.55	0.00	0.00	0.00	0.27	0.00	0.00	(0.26)	(10.32)	14.24
TOTALS	**13,566.77**	**21.76**	**0.00**	**0.00**	**0.27**	**2,011.72**	**0.00**	**(135.84)**	**(6,041.49)**	**9,423.19**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
21.76	(6,041.49)	21,060.85	(6,122.28)

PARTICIPANT SUMMARY BY INVESTMENT OPTION AND MONEY SOURCE

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

ROTH 401K ROLLOVER 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISMRFI	14.363635	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(0.163781)	0.000000	14.199854	15.887100
1ISM35I	3.270784	0.588314	0.000000	0.000000	0.000000	0.000000	0.000000	(0.056924)	0.000000	3.802174	20.433800
1ISM45I	10.786264	0.483890	0.000000	0.000000	0.000000	0.000000	0.000000	(0.124498)	(2.333277)	8.812379	23.841000
1ISM55I	626.579072	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	(6.374203)	(269.720796)	350.484073	25.380800

Only funds that vary with market conditions are noted.

ROTH CONTRIBUTION 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISA35I	611.14	1,860.43	0.00	0.00	0.00	262.68	0.00	(13.11)	(735.33)	1,985.81
1ISA45I	10,432.53	13,309.82	0.00	0.00	0.00	3,512.83	0.00	(164.69)	(854.41)	26,236.08
1ISA55I	7,217.02	5,804.73	0.00	0.00	0.00	1,997.09	0.00	(107.96)	(10,052.48)	4,858.40
1ISC35I	125.08	1,562.51	0.00	0.00	0.00	77.28	0.00	(4.96)	0.00	1,759.91
1ISC45I	5,694.08	7,585.96	0.00	0.00	0.00	1,368.43	0.00	(91.02)	0.00	14,557.45
1ISMRFI	44,943.11	6,714.03	0.00	0.00	0.00	4,385.26	0.00	(526.46)	(4,923.30)	50,592.64
1ISM35I	47,707.11	13,897.42	0.00	0.00	0.00	6,263.42	0.00	(577.67)	(14,180.16)	53,110.12
1ISM45I	63,241.90	19,570.78	0.00	1,273.53	0.00	13,170.62	(2,885.83)	(845.60)	(2,750.97)	90,774.43
1ISM55I	107,640.71	25,619.61	0.00	0.00	0.00	23,459.20	(80.77)	(1,266.36)	(15,562.31)	139,810.08
1ISM65I	10,492.44	3,909.94	0.00	0.00	0.00	2,742.44	0.00	(137.42)	(490.46)	16,516.94
1ISA65I	92.60	1,091.62	0.00	1,143.02	0.00	101.13	(1,273.53)	(3.72)	0.00	1,151.12
1IEFCI1	7,255.75	3,629.35	0.00	911.79	0.00	1,512.95	0.00	(103.40)	(1,011.72)	12,194.72
1FSSNX	4,020.66	2,547.65	0.00	0.00	76.27	725.00	0.00	(53.16)	(199.44)	7,116.98
1FSMDX	5,113.10	4,818.56	0.00	0.00	108.40	713.74	0.00	(73.64)	(202.93)	10,477.23
1BREQI1	25,043.26	19,507.34	0.00	911.79	0.00	6,134.52	0.00	(337.87)	(1,946.70)	49,312.34
1LIIII1	12,888.71	7,731.49	0.00	0.00	0.00	2,539.21	0.00	(178.00)	(1,908.34)	21,073.07
1PTLVI1	4,150.48	4,761.16	0.00	0.00	0.00	1,432.00	0.00	(66.82)	0.00	10,276.82
1GWAQ35	223.62	0.00	0.00	0.00	3.10	0.00	0.00	(2.54)	(11.66)	212.52
TOTALS	**356,893.30**	**143,922.40**	**0.00**	**4,240.13**	**187.77**	**70,397.80**	**(4,240.13)**	**(4,554.40)**	**(54,830.21)**	**512,016.66**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
143,922.40	(54,830.21)	610,613.49	(96,528.61)

ROTH CONTRIBUTION 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISA35I	31.420600	90.849177	0.000000	0.000000	0.000000	0.000000	0.000000	(0.666192)	(34.579106)	87.024479	22.819000
1ISA45I	503.208700	590.381650	0.000000	0.000000	0.000000	0.000000	0.000000	(7.862841)	(38.265838)	1,047.461671	25.047300
1ISA55I	344.812076	256.914487	0.000000	0.000000	0.000000	0.000000	0.000000	(5.077773)	(406.264317)	190.384473	25.518900
1ISC35I	8.124680	95.270943	0.000000	0.000000	0.000000	0.000000	0.000000	(0.313997)	0.000000	103.081626	17.072900
1ISC45I	315.552327	394.316811	0.000000	0.000000	0.000000	0.000000	0.000000	(4.986720)	0.000000	704.882418	20.652300
1ISMRFI	3,114.452760	444.832917	0.000000	0.000000	0.000000	0.000000	0.000000	(36.147725)	(338.627368)	3,184.510584	15.887100
1ISM35I	2,670.631302	735.797922	0.000000	0.000000	0.000000	0.000000	0.000000	(32.136185)	(775.162190)	2,599.130849	20.433800
1ISM45I	3,149.339708	903.056340	0.000000	62.308517	0.000000	0.000000	(135.424885)	(41.918463)	(129.867943)	3,807.493274	23.841000
1ISM55I	5,164.307663	1,121.679676	0.000000	0.000000	0.000000	0.000000	(3.763018)	(60.749844)	(712.976777)	5,508.497700	25.380800
1ISM65I	713.208327	245.428859	0.000000	0.000000	0.000000	0.000000	0.000000	(9.312810)	(28.534588)	920.789788	17.937800
1ISA65I	7.161802	77.349783	0.000000	85.828421	0.000000	0.000000	(97.047477)	(0.277217)	0.000000	73.015312	15.765500
1IEFCI1	617.447736	274.443369	0.000000	65.467352	0.000000	0.000000	0.000000	(8.418714)	(72.819261)	876.120482	13.919000
1FSSNX	145.254919	92.042887	0.000000	0.000000	2.421270	0.000000	0.000000	(2.053375)	(7.566116)	230.099585	30.930000
1FSMDX	151.409416	137.494433	0.000000	0.000000	2.941447	0.000000	0.000000	(2.249691)	(5.890564)	283.705041	36.930000
1BREQI1	30.044871	21.634029	0.000000	1.035559	0.000000	0.000000	0.000000	(0.414595)	(2.102623)	50.197241	982.371400
1LIIII1	875.436874	501.364128	0.000000	0.000000	0.000000	0.000000	0.000000	(12.411557)	(112.335523)	1,252.053922	16.830800
1PTLVI1	192.510289	205.413076	0.000000	0.000000	0.000000	0.000000	0.000000	(3.060362)	0.000000	394.863003	26.026300

Only funds that vary with market conditions are noted.

SAFE HARBOR NONELECTIVE 01

SUMMARY OF DOLLAR ACTIVITY

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
1ISARFI	656.08	1,890.45	0.00	0.00	0.00	168.30	0.00	(37.92)	0.00	2,676.91
1ISA35I	1,987.56	10,811.48	0.00	0.00	0.00	567.88	0.00	(40.11)	(10,078.16)	3,248.65
1ISA45I	9,862.33	11,658.89	0.00	0.00	0.00	1,177.08	0.00	(129.81)	(14,312.10)	8,256.39
1ISA55I	684.62	2,584.20	0.00	0.00	0.00	293.91	0.00	(11.99)	(733.04)	2,817.70
1ISC35I	3,827.87	4,463.47	0.00	0.00	0.00	604.33	0.00	(53.62)	0.00	8,842.05
1ISC45I	1,856.84	3,801.34	0.00	0.00	0.00	475.49	0.00	(27.10)	0.00	6,106.57
1ISC55I	0.00	835.03	0.00	0.00	0.00	60.95	0.00	(2.69)	(893.29)	0.00
1ISMRFI	127,789.54	62,558.34	0.00	0.00	0.00	12,509.57	0.00	(1,476.28)	(62,233.08)	139,148.09
1ISM35I	183,192.39	130,938.95	0.00	0.00	0.00	27,013.93	0.00	(2,196.18)	(91,130.72)	247,818.37
1ISM45I	193,920.40	157,769.98	0.00	2,271.35	0.00	43,700.85	(4,707.09)	(2,645.52)	(60,384.54)	329,925.43
1ISM55I	229,315.81	179,485.96	0.00	0.00	0.00	58,481.15	0.00	(2,961.03)	(80,294.01)	384,027.88
1ISM65I	48,345.69	69,753.81	0.00	0.00	0.00	12,245.34	0.00	(613.04)	(50,638.84)	79,092.96
1ISC65I	651.16	181.40	0.00	0.00	0.00	155.98	0.00	(8.04)	0.00	980.50
1ISA65I	0.00	1,592.66	0.00	2,305.05	0.00	(33.70)	(2,271.35)	0.00	(1,592.66)	0.00
1RNWGX	170.20	208.15	0.00	0.00	25.41	41.96	0.00	(2.39)	0.00	443.33
1BREAI1	619.88	460.45	0.00	0.00	0.00	230.13	0.00	(8.78)	0.00	1,301.68
1IEFCI1	855.55	1,951.46	0.00	1,201.02	0.00	125.88	0.00	(15.73)	(2,484.08)	1,634.10
1FSSNX	433.42	427.30	0.00	0.00	10.26	91.47	0.00	(5.53)	0.00	956.92
1SCGCI1	206.97	597.96	0.00	0.00	0.00	43.47	0.00	(9.87)	(383.34)	455.19
1SCVFI1	845.43	779.36	0.00	0.00	0.00	107.62	0.00	(17.10)	(384.54)	1,330.77
1FSMDX	842.01	739.52	0.00	0.00	16.59	89.10	0.00	(10.70)	0.00	1,676.52
1BREQI1	43,028.66	21,374.63	0.00	1,201.02	0.00	9,229.10	0.00	(539.70)	(3,818.50)	70,475.21
1LIIII1	1,775.75	2,129.21	0.00	0.00	0.00	347.31	0.00	(23.80)	0.00	4,228.47
1PTLVI1	4,560.28	5,659.74	0.00	0.00	0.00	1,207.66	0.00	(67.30)	(3,517.11)	7,843.27
1FXNAX	0.00	4,389.68	0.00	0.00	64.67	92.47	0.00	(12.81)	(3,475.35)	1,058.66
1GWAQ35	413.54	0.00	0.00	0.00	5.31	0.00	0.00	(4.62)	(86.97)	327.26
TOTALS	**855,841.98**	**677,043.42**	**0.00**	**6,978.44**	**122.24**	**169,027.23**	**(6,978.44)**	**(10,921.66)**	**(386,440.33)**	**1,304,672.88**

YEAR TO DATE		INCEPTION TO DATE	
CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS	CONTRIBUTIONS/ DEPOSITS	WITHDRAWALS
677,043.42	(386,440.33)	1,640,026.33	(595,178.45)

SAFE HARBOR NONELECTIVE 01

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE
1ISARFI	42.887211	115.776225	0.000000	0.000000	0.000000	0.000000	0.000000	(2.391452)	0.000000	156.271984	17.129800
1ISA35I	102.186334	505.449678	0.000000	0.000000	0.000000	0.000000	0.000000	(2.004356)	(463.265580)	142.366076	22.819000
1ISA45I	475.705526	500.301382	0.000000	0.000000	0.000000	0.000000	0.000000	(6.269334)	(640.105879)	329.631695	25.047300
1ISA55I	32.709397	109.624024	0.000000	0.000000	0.000000	0.000000	0.000000	(0.545651)	(31.371352)	110.416418	25.518900
1ISC35I	248.651512	272.666573	0.000000	0.000000	0.000000	0.000000	0.000000	(3.418650)	0.000000	517.899435	17.072900
1ISC45I	102.901706	194.243229	0.000000	0.000000	0.000000	0.000000	0.000000	(1.460240)	0.000000	295.684695	20.652300
1ISC55I	0.000000	37.312439	0.000000	0.000000	0.000000	0.000000	0.000000	(0.113629)	(37.198810)	0.000000	0.000000
1ISMRFI	8,855.520368	4,096.651549	0.000000	0.000000	0.000000	0.000000	0.000000	(101.342184)	(4,092.272923)	8,758.556810	15.887100
1ISM35I	10,255.064519	6,761.496054	0.000000	0.000000	0.000000	0.000000	0.000000	(121.826592)	(4,766.867395)	12,127.866586	20.433800
1ISM45I	9,656.907467	7,085.955257	0.000000	111.127692	0.000000	0.000000	(222.333564)	(129.501212)	(2,663.582197)	13,838.573443	23.841000
1ISM55I	11,001.950953	7,647.818776	0.000000	0.000000	0.000000	0.000000	0.000000	(140.029329)	(3,379.096855)	15,130.643545	25.380800
1ISM65I	3,286.228659	4,209.746161	0.000000	0.000000	0.000000	0.000000	0.000000	(40.853206)	(3,045.832301)	4,409.289313	17.937800
1ISC65I	43.431738	10.742818	0.000000	0.000000	0.000000	0.000000	0.000000	(0.533744)	0.000000	53.640812	18.279000
1ISA65I	0.000000	109.364957	0.000000	173.084288	0.000000	0.000000	(173.084288)	0.000000	(109.364957)	0.000000	0.000000
1RNWGX	2.211265	2.296954	0.000000	0.000000	0.279353	0.000000	0.000000	(0.029287)	0.000000	4.758285	93.170000
1BREAI1	4.527059	2.745417	0.000000	0.000000	0.000000	0.000000	0.000000	(0.058698)	0.000000	7.213778	180.443000
1IEFCI1	72.805441	138.597134	0.000000	86.234329	0.000000	0.000000	0.000000	(1.237734)	(178.998661)	117.400509	13.919000
1FSSNX	15.658393	15.163236	0.000000	0.000000	0.325714	0.000000	0.000000	(0.209164)	0.000000	30.938179	30.930000
1SCGCI1	17.089190	50.095311	0.000000	0.000000	0.000000	0.000000	0.000000	(0.848047)	(30.639502)	35.696952	12.751400
1SCVFI1	55.065415	52.075208	0.000000	0.000000	0.000000	0.000000	0.000000	(1.186353)	(24.450478)	81.503792	16.327700
1FSMDX	24.933661	20.338834	0.000000	0.000000	0.448980	0.000000	0.000000	(0.324103)	0.000000	45.397372	36.930000
1BREQI1	51.622306	23.538970	0.000000	1.364049	0.000000	0.000000	0.000000	(0.658484)	(4.126978)	71.739863	982.371400
1LIIII1	120.613520	132.256462	0.000000	0.000000	0.000000	0.000000	0.000000	(1.635869)	0.000000	251.234113	16.830800
1PTLVI1	211.517867	238.655628	0.000000	0.000000	0.000000	0.000000	0.000000	(3.057138)	(145.757011)	301.359346	26.026300
1FXNAX	0.000000	424.123671	0.000000	0.000000	6.130120	0.000000	0.000000	(1.208017)	(328.794035)	100.251739	10.560000

Only funds that vary with market conditions are noted.

SUMMARY OF UNIT/SHARE ACTIVITY

INVESTMENT OPTION	BEGINNING UNITS/ SHARES	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	DIVIDENDS	EARNINGS	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING UNITS/ SHARES	ENDING VALUE/ PRICE

LEGEND

INVESTMENT OPTION:

1ISARFI	INDEXSELECT GROWTH RETIREMENT FUND CL I
1ISA45I	INDEXSELECT GROWTH 2045 FUND CL I
1ISC35I	INDEXSELECT CONSERVATIVE 2035 FUND CL I
1ISC55I	INDEXSELECT CONSERVATIVE 2055 FUND CL I
1ISM35I	INDEXSELECT MODERATE 2035 FUND CL I
1ISM55I	INDEXSELECT MODERATE 2055 FUND CL I
1ISC65I	INDEXSELECT CONSERVATIVE 2065 FUND I
1RNWGX	AMERICAN FUNDS NEW WORLD R6
1IEFCI1	INTERNATIONAL EQUITY FUND FEE CLASS I1
1SCGCI1	SMALL CAP GROWTH FUND II FEE CLASS I1
1FSMDX	FIDELITY MID CAP INDEX
1LIIII1	LARGE CAP GROWTH FUND III FEE CLASS I1
1FXNAX	FIDELITY US BOND INDEX
1ISA35I	INDEXSELECT GROWTH 2035 FUND CL I
1ISA55I	INDEXSELECT GROWTH 2055 FUND CL I
1ISC45I	INDEXSELECT CONSERVATIVE 2045 FUND CL I
1ISMRFI	INDEXSELECT MODERATE RETIRE FUND CL I
1ISM45I	INDEXSELECT MODERATE 2045 FUND CL I
1ISM65I	INDEXSELECT MODERATE 2065 FUND CL I
1ISA65I	INDEXSELECT GROWTH 2065 FUND CL I
1BREAI1	BLACKROCK EAFE EQUITY INDEX 1
1FSSNX	FIDELITY SMALL CAP INDEX
1SCVFI1	SMALL CAP VALUE FUND III CL I1
1BREQI1	BLACKROCK EQUITY INDEX 1
1PTLVI1	LARGE CAP VALUE I1
1GWAQ35	EI FIXED ACCOUNT - SERIES CLASS I

EMPLOYER PROFIT SHARING - 01

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
3GWAQ35	7,493.33	0.00	139.55	0.00	61.58	0.00	(7,692.02)	0.00	0.00	2.44
TOTALS	**7,493.33**	**0.00**	**139.55**	**0.00**	**61.58**	**0.00**	**(7,692.02)**	**0.00**	**0.00**	**2.44**

PLAN EXPENSE ACCOUNT - 02

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
4GWAQ35	256.53	0.00	0.00	0.00	3.72	0.00	0.00	0.00	0.00	260.25
TOTALS	**256.53**	**0.00**	**0.00**	**0.00**	**3.72**	**0.00**	**0.00**	**0.00**	**0.00**	**260.25**

SAFE HARBOR NONELECTIVE - 01

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
3GWAQ35	13.78	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.00	13.98
TOTALS	**13.78**	**0.00**	**0.00**	**0.00**	**0.20**	**0.00**	**0.00**	**0.00**	**0.00**	**13.98**

UNALLOCATED PLAN ASSETS - 01

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
4GWAQ35	8.86	0.00	0.00	0.00	0.13	0.00	0.00	0.00	0.00	8.99
TOTALS	**8.86**	**0.00**	**0.00**	**0.00**	**0.13**	**0.00**	**0.00**	**0.00**	**0.00**	**8.99**

UNCLAIMED PROPERTY - 01

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
4GWAQ35	119.22	0.00	0.00	0.00	1.73	0.00	0.00	0.00	0.00	120.95
TOTALS	**119.22**	**0.00**	**0.00**	**0.00**	**1.73**	**0.00**	**0.00**	**0.00**	**0.00**	**120.95**

GRAND TOTALS

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS	FORFEITURES	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
3GWAQ35	7,507.11	0.00	139.55	0.00	61.78	0.00	(7,692.02)	0.00	0.00	16.42
4GWAQ35	384.61	0.00	0.00	0.00	5.58	0.00	0.00	0.00	0.00	390.19
TOTALS	**7,891.72**	**0.00**	**139.55**	**0.00**	**67.36**	**0.00**	**(7,692.02)**	**0.00**	**0.00**	**406.61**

TRANSACTION	EVENT	DATE	AMOUNT	INVESTMENT OPTION	UNITS/ SHARES	NAME	PARTICIPANT IDENTIFIER	DIVISION, LOCATION/ UNCASHED CHECK INFORMATION
EMPLOYER PROFIT SHARING - 01								
FORFEITURES								
Forfeiture	2428695490	13-MAR-25	139.55	3GWAQ35		Tulsa D Stewart	30008283	
Total			**139.55**					
TRANSFERS OUT								
Payroll	2545971808	24-JUL-25	(7,692.02)	3GWAQ35				
Total			**(7,692.02)**					

PLAN EXPENSE ACCOUNT - 02

Expense Account Deposit

TRANSACTION	EVENT	DATE	AMOUNT	INVESTMENT OPTION	RECOVERY ID	RECOVERY NAME	RATE/ AMOUNT	BASIS	PPT
Expense Account Deposit	2376528704	14-JAN-25	3,329.62	4GWAQ35	RIAZMRQ	RIA PAYMENT	0.000750	4,439,438.54	661
Expense Account Deposit	2376535076	14-JAN-25	554.93	4GWAQ35	TPAZMRQ	TPA PAYMENT	0.000125	4,439,065.48	645
Expense Account Deposit	2453717756	14-APR-25	3,178.10	4GWAQ35	RIAZMRQ	RIA PAYMENT	0.000750	4,237,509.65	415
Expense Account Deposit	2453724289	14-APR-25	529.66	4GWAQ35	TPAZMRQ	TPA PAYMENT	0.000125	4,237,426.77	412
Expense Account Deposit	2534821991	14-JUL-25	3,176.43	4GWAQ35	RIAZMRQ	RIA PAYMENT	0.000750	4,235,302.45	391
Expense Account Deposit	2534830537	14-JUL-25	529.38	4GWAQ35	TPAZMRQ1	RIA PAYMENT	0.000125	4,235,149.75	386
Expense Account Deposit	2618562287	14-OCT-25	3,765.52	4GWAQ35	RIAZMRQ	RIA PAYMENT	0.000750	5,020,667.83	553
Expense Account Deposit	2618573584	14-OCT-25	627.55	4GWAQ35	TPAZMRQ1	RIA PAYMENT	0.000125	5,020,442.15	543
Total			**15,691.19**						

Expense Account Payment

Expense Account Payment	2376528704	14-JAN-25	(3,329.62)	4GWAQ35	RIAZMRQ	RIA PAYMENT			661
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$3,329.62		
Expense Account Payment	2376535076	14-JAN-25	(554.93)	4GWAQ35	TPAZMRQ	TPA PAYMENT			645
					** PAYEE:	THE ACTUARIAL CONSULTING GROUP	$554.93		
Expense Account Payment	2453717756	14-APR-25	(3,178.10)	4GWAQ35	RIAZMRQ	RIA PAYMENT			415
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$3,178.10		
Expense Account Payment	2453724289	14-APR-25	(529.66)	4GWAQ35	TPAZMRQ	TPA PAYMENT			412
					** PAYEE:	THE ACTUARIAL CONSULTING GROUP	$529.66		
Expense Account Payment	2534821991	14-JUL-25	(3,176.43)	4GWAQ35	RIAZMRQ	RIA PAYMENT			391
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$3,176.43		
Expense Account Payment	2534830537	14-JUL-25	(529.38)	4GWAQ35	TPAZMRQ1	RIA PAYMENT			386
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$529.38		
Expense Account Payment	2618562287	14-OCT-25	(3,765.52)	4GWAQ35	RIAZMRQ	RIA PAYMENT			553
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$3,765.52		
Expense Account Payment	2618573584	14-OCT-25	(627.55)	4GWAQ35	TPAZMRQ1	RIA PAYMENT			543
					** PAYEE:	WEALTHSPIRE RETIREMENT ADVISORY	$627.55		
Total			**(15,691.19)**						

LEGEND

INVESTMENT OPTION:

3GWAQ35	EI Fixed Account - Series Class I	4GWAQ35	EI Fixed Account - Series Class I

CONTRIBUTIONS: Client directed deposits into the forfeiture account.
FORFEITURES: Non-vested portion of participant withdrawals.
WITHDRAWALS: Client directed withdrawals from the forfeiture account.

TRANSACTION REPORTS

CONTRIBUTIONS/DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]											
		BTK-01	REGULAR	09-JAN-25	10-JAN-25	0.00	17,498.23	0.00	0.00	0.00	17,498.23
		BTK-01	REGULAR	23-JAN-25	29-JAN-25	0.00	17,502.61	0.00	0.00	0.00	17,502.61
		BTK-01	REGULAR	06-FEB-25	06-FEB-25	0.00	18,275.81	0.00	0.00	0.00	18,275.81
		BTK-01	REGULAR	20-FEB-25	24-FEB-25	0.00	19,903.95	0.00	0.00	0.00	19,903.95
		BTK-01	REGULAR	06-MAR-25	06-MAR-25	0.00	17,982.37	0.00	0.00	0.00	17,982.37
		BTK-01	REGULAR	20-MAR-25	21-MAR-25	0.00	16,882.47	0.00	0.00	0.00	16,882.47
		BTK-01	REGULAR	03-APR-25	03-APR-25	0.00	16,638.58	0.00	0.00	0.00	16,638.58
		BTK-01	REGULAR	17-APR-25	17-APR-25	0.00	16,404.70	0.00	0.00	0.00	16,404.70
		BTK-01	REGULAR	01-MAY-25	02-MAY-25	0.00	17,352.39	0.00	0.00	0.00	17,352.39
		BTK-01	REGULAR	15-MAY-25	16-MAY-25	0.00	16,703.61	0.00	0.00	0.00	16,703.61
		BTK-01	REGULAR	29-MAY-25	29-MAY-25	0.00	16,945.94	0.00	0.00	0.00	16,945.94
		BTK-01	REGULAR	12-JUN-25	12-JUN-25	0.00	17,073.58	0.00	0.00	0.00	17,073.58
		BTK-01	REGULAR	26-JUN-25	26-JUN-25	0.00	15,573.04	0.00	0.00	0.00	15,573.04
		BTK-01	REGULAR	10-JUL-25	10-JUL-25	0.00	15,967.82	0.00	0.00	0.00	15,967.82
		BTK-01	REGULAR	24-JUL-25	28-JUL-25	0.00	16,710.44	0.00	0.00	0.00	16,710.44
		BTK-01	REGULAR	07-AUG-25	07-AUG-25	0.00	16,370.81	0.00	0.00	0.00	16,370.81
		BTK-01	REGULAR	07-AUG-25	07-AUG-25	0.00	2,528.24	0.00	0.00	0.00	2,528.24
		BTK-01	REGULAR	21-AUG-25	21-AUG-25	0.00	15,935.36	0.00	0.00	0.00	15,935.36
		BTK-01	REGULAR	04-SEP-25	05-SEP-25	0.00	15,843.92	0.00	0.00	0.00	15,843.92
		BTK-01	REGULAR	18-SEP-25	18-SEP-25	0.00	15,922.60	0.00	0.00	0.00	15,922.60
		BTK-01	REGULAR	02-OCT-25	02-OCT-25	0.00	15,667.69	0.00	0.00	0.00	15,667.69
		BTK-01	REGULAR	16-OCT-25	23-OCT-25	0.00	15,394.06	0.00	0.00	0.00	15,394.06
		BTK-01	REGULAR	30-OCT-25	31-OCT-25	0.00	15,130.98	0.00	0.00	0.00	15,130.98
		BTK-01	REGULAR	13-NOV-25	14-NOV-25	0.00	15,125.70	0.00	0.00	0.00	15,125.70
		BTK-01	REGULAR	26-NOV-25	26-NOV-25	0.00	15,247.01	0.00	0.00	0.00	15,247.01
		BTK-01	REGULAR	11-DEC-25	15-DEC-25	0.00	15,178.44	0.00	0.00	0.00	15,178.44
		BTK-01	REGULAR	24-DEC-25	23-DEC-25	0.00	15,310.36	0.00	0.00	0.00	15,310.36
						0.00	**431,070.71**	**0.00**	**0.00**	**0.00**	**431,070.71**
			FORFEITURE		24-JUL-25	0.00	(7,692.02)	0.00	(7,692.02)	0.00	0.00
						0.00	**(7,692.02)**	**0.00**	**(7,692.02)**	**0.00**	**0.00**
		RTH-01	REGULAR	09-JAN-25	10-JAN-25	0.00	5,838.65	0.00	0.00	0.00	5,838.65
		RTH-01	REGULAR	23-JAN-25	29-JAN-25	0.00	5,402.02	0.00	0.00	0.00	5,402.02
		RTH-01	REGULAR	06-FEB-25	06-FEB-25	0.00	5,577.43	0.00	0.00	0.00	5,577.43
		RTH-01	REGULAR	20-FEB-25	24-FEB-25	0.00	5,373.33	0.00	0.00	0.00	5,373.33
		RTH-01	REGULAR	06-MAR-25	06-MAR-25	0.00	5,402.24	0.00	0.00	0.00	5,402.24
		RTH-01	REGULAR	20-MAR-25	21-MAR-25	0.00	5,277.94	0.00	0.00	0.00	5,277.94
		RTH-01	REGULAR	03-APR-25	03-APR-25	0.00	5,254.38	0.00	0.00	0.00	5,254.38
		RTH-01	REGULAR	17-APR-25	17-APR-25	0.00	5,171.03	0.00	0.00	0.00	5,171.03
		RTH-01	REGULAR	01-MAY-25	02-MAY-25	0.00	5,124.10	0.00	0.00	0.00	5,124.10
		RTH-01	REGULAR	15-MAY-25	16-MAY-25	0.00	5,056.98	0.00	0.00	0.00	5,056.98
		RTH-01	REGULAR	29-MAY-25	29-MAY-25	0.00	4,907.41	0.00	0.00	0.00	4,907.41
		RTH-01	REGULAR	12-JUN-25	12-JUN-25	0.00	5,035.91	0.00	0.00	0.00	5,035.91
		RTH-01	REGULAR	26-JUN-25	26-JUN-25	0.00	5,023.71	0.00	0.00	0.00	5,023.71
		RTH-01	REGULAR	10-JUL-25	10-JUL-25	0.00	5,058.28	0.00	0.00	0.00	5,058.28
		RTH-01	REGULAR	24-JUL-25	28-JUL-25	0.00	4,969.86	0.00	0.00	0.00	4,969.86
		RTH-01	REGULAR	07-AUG-25	07-AUG-25	0.00	5,004.07	0.00	0.00	0.00	5,004.07
		RTH-01	REGULAR	07-AUG-25	07-AUG-25	0.00	1,434.30	0.00	0.00	0.00	1,434.30
		RTH-01	REGULAR	21-AUG-25	21-AUG-25	0.00	5,011.23	0.00	0.00	0.00	5,011.23

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		RTH-01	REGULAR	04-SEP-25	05-SEP-25	0.00	4,819.20	0.00	0.00	0.00	4,819.20
		RTH-01	REGULAR	18-SEP-25	18-SEP-25	0.00	4,850.60	0.00	0.00	0.00	4,850.60
		RTH-01	REGULAR	02-OCT-25	02-OCT-25	0.00	4,956.22	0.00	0.00	0.00	4,956.22
		RTH-01	REGULAR	16-OCT-25	23-OCT-25	0.00	4,802.52	0.00	0.00	0.00	4,802.52
		RTH-01	REGULAR	30-OCT-25	31-OCT-25	0.00	4,644.03	0.00	0.00	0.00	4,644.03
		RTH-01	REGULAR	13-NOV-25	14-NOV-25	0.00	4,648.43	0.00	0.00	0.00	4,648.43
		RTH-01	REGULAR	26-NOV-25	26-NOV-25	0.00	4,737.75	0.00	0.00	0.00	4,737.75
		RTH-01	REGULAR	11-DEC-25	15-DEC-25	0.00	4,485.24	0.00	0.00	0.00	4,485.24
		RTH-01	REGULAR	11-DEC-25	15-DEC-25	0.00	7,561.93	0.00	0.00	0.00	7,561.93
		RTH-01	REGULAR	24-DEC-25	23-DEC-25	0.00	3,857.05	0.00	0.00	0.00	3,857.05
						0.00	**139,285.84**	**0.00**	**0.00**	**0.00**	**139,285.84**
		SHN-01	REGULAR	31-DEC-24	24-JUL-25	0.00	661,813.22	0.00	0.00	0.00	661,813.22
		SHN-01	REGULAR	31-DEC-24	29-JUL-25	0.00	1,236.11	0.00	0.00	0.00	1,236.11
						0.00	**663,049.33**	**0.00**	**0.00**	**0.00**	**663,049.33**
			LOAN		06-MAR-25	0.00	46.85	0.00	0.00	46.85	0.00
			LOAN		26-AUG-25	0.00	231.66	0.00	0.00	231.66	0.00
			LOAN		13-NOV-25	0.00	149.63	0.00	0.00	149.63	0.00
						0.00	**428.14**	**0.00**	**0.00**	**428.14**	**0.00**
			LOAN	09-JAN-25	10-JAN-25	0.00	92.50	0.00	0.00	92.50	0.00
			LOAN	15-MAY-25	16-MAY-25	0.00	9.82	0.00	0.00	9.82	0.00
			LOAN	21-AUG-25	21-AUG-25	0.00	16.39	0.00	0.00	16.39	0.00
			LOAN	18-SEP-25	18-SEP-25	0.00	7.91	0.00	0.00	7.91	0.00
			LOAN		06-OCT-25	0.00	11.00	0.00	0.00	11.00	0.00
			LOAN		29-OCT-25	0.00	40.45	0.00	0.00	40.45	0.00
			LOAN	30-OCT-25	31-OCT-25	0.00	80.90	0.00	0.00	80.90	0.00
			LOAN	24-DEC-25	23-DEC-25	0.00	86.89	0.00	0.00	86.89	0.00
						0.00	**345.86**	**0.00**	**0.00**	**345.86**	**0.00**
		BTK-01	LOAN	09-JAN-25	10-JAN-25	0.00	221.17	0.00	0.00	0.00	221.17
		BTK-01	LOAN		09-JAN-25	0.00	710.41	0.00	0.00	0.00	710.41
		BTK-01	LOAN	23-JAN-25	29-JAN-25	0.00	295.96	0.00	0.00	0.00	295.96
		BTK-01	LOAN	06-FEB-25	06-FEB-25	0.00	310.83	0.00	0.00	0.00	310.83
		BTK-01	LOAN	20-FEB-25	24-FEB-25	0.00	337.91	0.00	0.00	0.00	337.91
		BTK-01	LOAN		03-MAR-25	0.00	3.30	0.00	0.00	0.00	3.30
		BTK-01	LOAN	06-MAR-25	06-MAR-25	0.00	337.91	0.00	0.00	0.00	337.91
		BTK-01	LOAN	20-MAR-25	21-MAR-25	0.00	337.91	0.00	0.00	0.00	337.91
		BTK-01	LOAN	03-APR-25	03-APR-25	0.00	337.91	0.00	0.00	0.00	337.91
		BTK-01	LOAN		04-APR-25	0.00	6.31	0.00	0.00	0.00	6.31
		BTK-01	LOAN	17-APR-25	17-APR-25	0.00	324.04	0.00	0.00	0.00	324.04
		BTK-01	LOAN	01-MAY-25	02-MAY-25	0.00	324.04	0.00	0.00	0.00	324.04
		BTK-01	LOAN	15-MAY-25	16-MAY-25	0.00	317.51	0.00	0.00	0.00	317.51
		BTK-01	LOAN		19-MAY-25	0.00	12.82	0.00	0.00	0.00	12.82
		BTK-01	LOAN	29-MAY-25	29-MAY-25	0.00	317.51	0.00	0.00	0.00	317.51
		BTK-01	LOAN	12-JUN-25	12-JUN-25	0.00	335.26	0.00	0.00	0.00	335.26
		BTK-01	LOAN	26-JUN-25	26-JUN-25	0.00	335.26	0.00	0.00	0.00	335.26
		BTK-01	LOAN		25-JUN-25	0.00	6.41	0.00	0.00	0.00	6.41
		BTK-01	LOAN	10-JUL-25	10-JUL-25	0.00	335.26	0.00	0.00	0.00	335.26
		BTK-01	LOAN	24-JUL-25	28-JUL-25	0.00	335.26	0.00	0.00	0.00	335.26
		BTK-01	LOAN		31-JUL-25	0.00	9.62	0.00	0.00	0.00	9.62

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		BTK-01	LOAN	07-AUG-25	07-AUG-25	0.00	335.26	0.00	0.00	0.00	335.26
		BTK-01	LOAN	21-AUG-25	21-AUG-25	0.00	347.00	0.00	0.00	0.00	347.00
		BTK-01	LOAN		25-AUG-25	0.00	82.54	0.00	0.00	0.00	82.54
		BTK-01	LOAN	04-SEP-25	05-SEP-25	0.00	318.57	0.00	0.00	0.00	318.57
		BTK-01	LOAN	18-SEP-25	18-SEP-25	0.00	336.95	0.00	0.00	0.00	336.95
		BTK-01	LOAN		29-SEP-25	0.00	12.82	0.00	0.00	0.00	12.82
		BTK-01	LOAN	02-OCT-25	02-OCT-25	0.00	322.94	0.00	0.00	0.00	322.94
		BTK-01	LOAN		06-OCT-25	0.00	110.26	0.00	0.00	0.00	110.26
		BTK-01	LOAN	16-OCT-25	23-OCT-25	0.00	364.67	0.00	0.00	0.00	364.67
		BTK-01	LOAN	30-OCT-25	31-OCT-25	0.00	365.03	0.00	0.00	0.00	365.03
		BTK-01	LOAN		03-NOV-25	0.00	9.62	0.00	0.00	0.00	9.62
		BTK-01	LOAN	13-NOV-25	14-NOV-25	0.00	366.68	0.00	0.00	0.00	366.68
		BTK-01	LOAN	26-NOV-25	26-NOV-25	0.00	366.68	0.00	0.00	0.00	366.68
		BTK-01	LOAN		08-DEC-25	0.00	6.41	0.00	0.00	0.00	6.41
		BTK-01	LOAN	11-DEC-25	15-DEC-25	0.00	366.68	0.00	0.00	0.00	366.68
		BTK-01	LOAN	24-DEC-25	23-DEC-25	0.00	304.69	0.00	0.00	0.00	304.69
						0.00	**9,569.41**	**0.00**	**0.00**	**0.00**	**9,569.41**
		EER-01	LOAN	09-JAN-25	10-JAN-25	0.00	203.39	0.00	0.00	0.00	203.39
		EER-01	LOAN	23-JAN-25	29-JAN-25	0.00	203.39	0.00	0.00	0.00	203.39
		EER-01	LOAN	06-FEB-25	06-FEB-25	0.00	203.39	0.00	0.00	0.00	203.39
		EER-01	LOAN	20-FEB-25	24-FEB-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	06-MAR-25	06-MAR-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	20-MAR-25	21-MAR-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	03-APR-25	03-APR-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	17-APR-25	17-APR-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	01-MAY-25	02-MAY-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	15-MAY-25	16-MAY-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	29-MAY-25	29-MAY-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	12-JUN-25	12-JUN-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	26-JUN-25	26-JUN-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	10-JUL-25	10-JUL-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	24-JUL-25	28-JUL-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	07-AUG-25	07-AUG-25	0.00	203.76	0.00	0.00	0.00	203.76
		EER-01	LOAN	21-AUG-25	21-AUG-25	0.00	187.37	0.00	0.00	0.00	187.37
		EER-01	LOAN	04-SEP-25	05-SEP-25	0.00	145.50	0.00	0.00	0.00	145.50
		EER-01	LOAN	18-SEP-25	18-SEP-25	0.00	145.50	0.00	0.00	0.00	145.50
		EER-01	LOAN	02-OCT-25	02-OCT-25	0.00	197.82	0.00	0.00	0.00	197.82
		EER-01	LOAN	16-OCT-25	23-OCT-25	0.00	300.71	0.00	0.00	0.00	300.71
		EER-01	LOAN	30-OCT-25	31-OCT-25	0.00	362.20	0.00	0.00	0.00	362.20
		EER-01	LOAN	13-NOV-25	14-NOV-25	0.00	362.20	0.00	0.00	0.00	362.20
		EER-01	LOAN	26-NOV-25	26-NOV-25	0.00	362.21	0.00	0.00	0.00	362.21
		EER-01	LOAN	11-DEC-25	15-DEC-25	0.00	362.21	0.00	0.00	0.00	362.21
		EER-01	LOAN	24-DEC-25	23-DEC-25	0.00	362.21	0.00	0.00	0.00	362.21
						0.00	**6,046.98**	**0.00**	**0.00**	**0.00**	**6,046.98**
		ERO-01	LOAN	09-JAN-25	10-JAN-25	0.00	53.60	0.00	0.00	0.00	53.60
		ERO-01	LOAN	23-JAN-25	29-JAN-25	0.00	53.60	0.00	0.00	0.00	53.60
		ERO-01	LOAN	06-FEB-25	06-FEB-25	0.00	53.60	0.00	0.00	0.00	53.60
		ERO-01	LOAN	20-FEB-25	24-FEB-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	06-MAR-25	06-MAR-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	20-MAR-25	21-MAR-25	0.00	74.83	0.00	0.00	0.00	74.83

CONTRIBUTIONS/DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		ERO-01	LOAN	03-APR-25	03-APR-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	17-APR-25	17-APR-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	01-MAY-25	02-MAY-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	15-MAY-25	16-MAY-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	29-MAY-25	29-MAY-25	0.00	74.83	0.00	0.00	0.00	74.83
		ERO-01	LOAN	12-JUN-25	12-JUN-25	0.00	71.59	0.00	0.00	0.00	71.59
		ERO-01	LOAN		16-JUN-25	0.00	14.81	0.00	0.00	0.00	14.81
		ERO-01	LOAN	26-JUN-25	26-JUN-25	0.00	71.59	0.00	0.00	0.00	71.59
		ERO-01	LOAN		27-JUN-25	0.00	7.40	0.00	0.00	0.00	7.40
		ERO-01	LOAN	10-JUL-25	10-JUL-25	0.00	71.59	0.00	0.00	0.00	71.59
		ERO-01	LOAN		11-JUL-25	0.00	8.41	0.00	0.00	0.00	8.41
		ERO-01	LOAN		15-JUL-25	0.00	228.58	0.00	0.00	0.00	228.58
		ERO-01	LOAN		15-JUL-25	0.00	127.71	0.00	0.00	0.00	127.71
		ERO-01	LOAN	24-JUL-25	28-JUL-25	0.00	60.86	0.00	0.00	0.00	60.86
		ERO-01	LOAN		24-JUL-25	0.00	8.41	0.00	0.00	0.00	8.41
		ERO-01	LOAN	07-AUG-25	07-AUG-25	0.00	60.86	0.00	0.00	0.00	60.86
		ERO-01	LOAN		07-AUG-25	0.00	8.41	0.00	0.00	0.00	8.41
		ERO-01	LOAN	21-AUG-25	21-AUG-25	0.00	78.29	0.00	0.00	0.00	78.29
		ERO-01	LOAN	04-SEP-25	05-SEP-25	0.00	71.71	0.00	0.00	0.00	71.71
		ERO-01	LOAN		08-SEP-25	0.00	16.83	0.00	0.00	0.00	16.83
		ERO-01	LOAN	18-SEP-25	18-SEP-25	0.00	71.71	0.00	0.00	0.00	71.71
		ERO-01	LOAN		24-SEP-25	0.00	8.41	0.00	0.00	0.00	8.41
		ERO-01	LOAN	02-OCT-25	02-OCT-25	0.00	71.71	0.00	0.00	0.00	71.71
		ERO-01	LOAN		10-OCT-25	0.00	37.65	0.00	0.00	0.00	37.65
		ERO-01	LOAN	16-OCT-25	23-OCT-25	0.00	78.22	0.00	0.00	0.00	78.22
		ERO-01	LOAN		29-OCT-25	0.00	1,016.88	0.00	0.00	0.00	1,016.88
		ERO-01	LOAN	30-OCT-25	31-OCT-25	0.00	62.99	0.00	0.00	0.00	62.99
		ERO-01	LOAN		30-OCT-25	0.00	42.06	0.00	0.00	0.00	42.06
		ERO-01	LOAN	13-NOV-25	14-NOV-25	0.00	75.23	0.00	0.00	0.00	75.23
		ERO-01	LOAN		13-NOV-25	0.00	7.62	0.00	0.00	0.00	7.62
		ERO-01	LOAN	26-NOV-25	26-NOV-25	0.00	62.22	0.00	0.00	0.00	62.22
		ERO-01	LOAN	11-DEC-25	15-DEC-25	0.00	83.86	0.00	0.00	0.00	83.86
		ERO-01	LOAN	24-DEC-25	23-DEC-25	0.00	83.86	0.00	0.00	0.00	83.86
						0.00	**3,368.91**	**0.00**	**0.00**	**0.00**	**3,368.91**
		ERO-02	LOAN	09-JAN-25	10-JAN-25	0.00	0.45	0.00	0.00	0.00	0.45
		ERO-02	LOAN		09-JAN-25	0.00	76.97	0.00	0.00	0.00	76.97
		ERO-02	LOAN	23-JAN-25	29-JAN-25	0.00	0.45	0.00	0.00	0.00	0.45
		ERO-02	LOAN	06-FEB-25	06-FEB-25	0.00	0.45	0.00	0.00	0.00	0.45
		ERO-02	LOAN	20-FEB-25	24-FEB-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	06-MAR-25	06-MAR-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	20-MAR-25	21-MAR-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	03-APR-25	03-APR-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	17-APR-25	17-APR-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	01-MAY-25	02-MAY-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	15-MAY-25	16-MAY-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	29-MAY-25	29-MAY-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	12-JUN-25	12-JUN-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	26-JUN-25	26-JUN-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	10-JUL-25	10-JUL-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	24-JUL-25	28-JUL-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	07-AUG-25	07-AUG-25	0.00	21.45	0.00	0.00	0.00	21.45

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		ERO-02	LOAN	21-AUG-25	21-AUG-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	04-SEP-25	05-SEP-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	18-SEP-25	18-SEP-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	02-OCT-25	02-OCT-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	16-OCT-25	23-OCT-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	30-OCT-25	31-OCT-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	13-NOV-25	14-NOV-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	26-NOV-25	26-NOV-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	11-DEC-25	15-DEC-25	0.00	21.45	0.00	0.00	0.00	21.45
		ERO-02	LOAN	24-DEC-25	23-DEC-25	0.00	21.45	0.00	0.00	0.00	21.45
						0.00	**571.67**	**0.00**	**0.00**	**0.00**	**571.67**
		QMA-01	LOAN	09-JAN-25	10-JAN-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	23-JAN-25	29-JAN-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	06-FEB-25	06-FEB-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	20-FEB-25	24-FEB-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	06-MAR-25	06-MAR-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	20-MAR-25	21-MAR-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	03-APR-25	03-APR-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	17-APR-25	17-APR-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	01-MAY-25	02-MAY-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	15-MAY-25	16-MAY-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	29-MAY-25	29-MAY-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	12-JUN-25	12-JUN-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		16-JUN-25	0.00	26.39	0.00	0.00	0.00	26.39
		QMA-01	LOAN	26-JUN-25	26-JUN-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		27-JUN-25	0.00	13.20	0.00	0.00	0.00	13.20
		QMA-01	LOAN	10-JUL-25	10-JUL-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		11-JUL-25	0.00	15.00	0.00	0.00	0.00	15.00
		QMA-01	LOAN	24-JUL-25	28-JUL-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		24-JUL-25	0.00	15.00	0.00	0.00	0.00	15.00
		QMA-01	LOAN	07-AUG-25	07-AUG-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		07-AUG-25	0.00	15.00	0.00	0.00	0.00	15.00
		QMA-01	LOAN	21-AUG-25	21-AUG-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	04-SEP-25	05-SEP-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		08-SEP-25	0.00	29.99	0.00	0.00	0.00	29.99
		QMA-01	LOAN	18-SEP-25	18-SEP-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN		24-SEP-25	0.00	15.00	0.00	0.00	0.00	15.00
		QMA-01	LOAN	02-OCT-25	02-OCT-25	0.00	19.47	0.00	0.00	0.00	19.47
		QMA-01	LOAN	16-OCT-25	23-OCT-25	0.00	31.07	0.00	0.00	0.00	31.07
		QMA-01	LOAN	30-OCT-25	31-OCT-25	0.00	31.07	0.00	0.00	0.00	31.07
		QMA-01	LOAN		30-OCT-25	0.00	74.98	0.00	0.00	0.00	74.98
		QMA-01	LOAN	13-NOV-25	14-NOV-25	0.00	31.07	0.00	0.00	0.00	31.07
		QMA-01	LOAN		13-NOV-25	0.00	13.59	0.00	0.00	0.00	13.59
		QMA-01	LOAN	26-NOV-25	26-NOV-25	0.00	7.88	0.00	0.00	0.00	7.88
		QMA-01	LOAN	11-DEC-25	15-DEC-25	0.00	7.88	0.00	0.00	0.00	7.88
		QMA-01	LOAN	24-DEC-25	23-DEC-25	0.00	7.88	0.00	0.00	0.00	7.88
						0.00	**724.40**	**0.00**	**0.00**	**0.00**	**724.40**
		QNE-01	LOAN	09-JAN-25	10-JAN-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	23-JAN-25	29-JAN-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	06-FEB-25	06-FEB-25	0.00	4.87	0.00	0.00	0.00	4.87

CONTRIBUTIONS/DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		QNE-01	LOAN	20-FEB-25	24-FEB-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	06-MAR-25	06-MAR-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	20-MAR-25	21-MAR-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	03-APR-25	03-APR-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	17-APR-25	17-APR-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	01-MAY-25	02-MAY-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	15-MAY-25	16-MAY-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	29-MAY-25	29-MAY-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	12-JUN-25	12-JUN-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		16-JUN-25	0.00	6.60	0.00	0.00	0.00	6.60
		QNE-01	LOAN	26-JUN-25	26-JUN-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		27-JUN-25	0.00	3.30	0.00	0.00	0.00	3.30
		QNE-01	LOAN	10-JUL-25	10-JUL-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		11-JUL-25	0.00	3.75	0.00	0.00	0.00	3.75
		QNE-01	LOAN	24-JUL-25	28-JUL-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		24-JUL-25	0.00	3.75	0.00	0.00	0.00	3.75
		QNE-01	LOAN	07-AUG-25	07-AUG-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		07-AUG-25	0.00	3.75	0.00	0.00	0.00	3.75
		QNE-01	LOAN	21-AUG-25	21-AUG-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	04-SEP-25	05-SEP-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		08-SEP-25	0.00	7.50	0.00	0.00	0.00	7.50
		QNE-01	LOAN	18-SEP-25	18-SEP-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN		24-SEP-25	0.00	3.75	0.00	0.00	0.00	3.75
		QNE-01	LOAN	02-OCT-25	02-OCT-25	0.00	4.87	0.00	0.00	0.00	4.87
		QNE-01	LOAN	16-OCT-25	23-OCT-25	0.00	7.77	0.00	0.00	0.00	7.77
		QNE-01	LOAN	30-OCT-25	31-OCT-25	0.00	7.77	0.00	0.00	0.00	7.77
		QNE-01	LOAN		30-OCT-25	0.00	18.74	0.00	0.00	0.00	18.74
		QNE-01	LOAN	13-NOV-25	14-NOV-25	0.00	7.77	0.00	0.00	0.00	7.77
		QNE-01	LOAN		13-NOV-25	0.00	3.40	0.00	0.00	0.00	3.40
		QNE-01	LOAN	26-NOV-25	26-NOV-25	0.00	1.97	0.00	0.00	0.00	1.97
		QNE-01	LOAN	11-DEC-25	15-DEC-25	0.00	1.97	0.00	0.00	0.00	1.97
		QNE-01	LOAN	24-DEC-25	23-DEC-25	0.00	1.97	0.00	0.00	0.00	1.97
						0.00	**181.16**	**0.00**	**0.00**	**0.00**	**181.16**
		RRO-01	LOAN	09-JAN-25	10-JAN-25	0.00	0.43	0.00	0.00	0.00	0.43
		RRO-01	LOAN	23-JAN-25	29-JAN-25	0.00	0.43	0.00	0.00	0.00	0.43
		RRO-01	LOAN	06-FEB-25	06-FEB-25	0.00	0.43	0.00	0.00	0.00	0.43
		RRO-01	LOAN	20-FEB-25	24-FEB-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	06-MAR-25	06-MAR-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	20-MAR-25	21-MAR-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	03-APR-25	03-APR-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	17-APR-25	17-APR-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	01-MAY-25	02-MAY-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	15-MAY-25	16-MAY-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	29-MAY-25	29-MAY-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	12-JUN-25	12-JUN-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	26-JUN-25	26-JUN-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	10-JUL-25	10-JUL-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	24-JUL-25	28-JUL-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	07-AUG-25	07-AUG-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	21-AUG-25	21-AUG-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	04-SEP-25	05-SEP-25	0.00	0.89	0.00	0.00	0.00	0.89

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		RRO-01	LOAN	18-SEP-25	18-SEP-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	02-OCT-25	02-OCT-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	16-OCT-25	23-OCT-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	30-OCT-25	31-OCT-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	13-NOV-25	14-NOV-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	26-NOV-25	26-NOV-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	11-DEC-25	15-DEC-25	0.00	0.89	0.00	0.00	0.00	0.89
		RRO-01	LOAN	24-DEC-25	23-DEC-25	0.00	0.89	0.00	0.00	0.00	0.89
						0.00	**21.76**	**0.00**	**0.00**	**0.00**	**21.76**
		RTH-01	LOAN	09-JAN-25	10-JAN-25	0.00	151.79	0.00	0.00	0.00	151.79
		RTH-01	LOAN	23-JAN-25	29-JAN-25	0.00	151.79	0.00	0.00	0.00	151.79
		RTH-01	LOAN	06-FEB-25	06-FEB-25	0.00	151.79	0.00	0.00	0.00	151.79
		RTH-01	LOAN	20-FEB-25	24-FEB-25	0.00	153.52	0.00	0.00	0.00	153.52
		RTH-01	LOAN		03-MAR-25	0.00	54.01	0.00	0.00	0.00	54.01
		RTH-01	LOAN	06-MAR-25	06-MAR-25	0.00	153.52	0.00	0.00	0.00	153.52
		RTH-01	LOAN	20-MAR-25	21-MAR-25	0.00	153.52	0.00	0.00	0.00	153.52
		RTH-01	LOAN	03-APR-25	03-APR-25	0.00	153.52	0.00	0.00	0.00	153.52
		RTH-01	LOAN		04-APR-25	0.00	103.20	0.00	0.00	0.00	103.20
		RTH-01	LOAN	17-APR-25	17-APR-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	01-MAY-25	02-MAY-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	15-MAY-25	16-MAY-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN		19-MAY-25	0.00	209.61	0.00	0.00	0.00	209.61
		RTH-01	LOAN	29-MAY-25	29-MAY-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	12-JUN-25	12-JUN-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	26-JUN-25	26-JUN-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN		25-JUN-25	0.00	104.80	0.00	0.00	0.00	104.80
		RTH-01	LOAN	10-JUL-25	10-JUL-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	24-JUL-25	28-JUL-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN		31-JUL-25	0.00	157.21	0.00	0.00	0.00	157.21
		RTH-01	LOAN	07-AUG-25	07-AUG-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	21-AUG-25	21-AUG-25	0.00	125.58	0.00	0.00	0.00	125.58
		RTH-01	LOAN	04-SEP-25	05-SEP-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN	18-SEP-25	18-SEP-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN		29-SEP-25	0.00	209.61	0.00	0.00	0.00	209.61
		RTH-01	LOAN	02-OCT-25	02-OCT-25	0.00	116.88	0.00	0.00	0.00	116.88
		RTH-01	LOAN		06-OCT-25	0.00	80.20	0.00	0.00	0.00	80.20
		RTH-01	LOAN	16-OCT-25	23-OCT-25	0.00	122.90	0.00	0.00	0.00	122.90
		RTH-01	LOAN	30-OCT-25	31-OCT-25	0.00	122.90	0.00	0.00	0.00	122.90
		RTH-01	LOAN		03-NOV-25	0.00	157.21	0.00	0.00	0.00	157.21
		RTH-01	LOAN	13-NOV-25	14-NOV-25	0.00	124.21	0.00	0.00	0.00	124.21
		RTH-01	LOAN	26-NOV-25	26-NOV-25	0.00	124.21	0.00	0.00	0.00	124.21
		RTH-01	LOAN		08-DEC-25	0.00	104.80	0.00	0.00	0.00	104.80
		RTH-01	LOAN	11-DEC-25	15-DEC-25	0.00	175.65	0.00	0.00	0.00	175.65
		RTH-01	LOAN	24-DEC-25	23-DEC-25	0.00	188.45	0.00	0.00	0.00	188.45
						0.00	**4,636.56**	**0.00**	**0.00**	**0.00**	**4,636.56**
		SHN-01	LOAN	09-JAN-25	10-JAN-25	0.00	324.77	0.00	0.00	0.00	324.77
		SHN-01	LOAN		09-JAN-25	0.00	38.49	0.00	0.00	0.00	38.49
		SHN-01	LOAN	23-JAN-25	29-JAN-25	0.00	336.87	0.00	0.00	0.00	336.87
		SHN-01	LOAN	06-FEB-25	06-FEB-25	0.00	341.42	0.00	0.00	0.00	341.42
		SHN-01	LOAN	20-FEB-25	24-FEB-25	0.00	364.17	0.00	0.00	0.00	364.17

CONTRIBUTIONS/DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]		SHN-01	LOAN		03-MAR-25	0.00	12.69	0.00	0.00	0.00	12.69
		SHN-01	LOAN	06-MAR-25	06-MAR-25	0.00	353.69	0.00	0.00	0.00	353.69
		SHN-01	LOAN	20-MAR-25	21-MAR-25	0.00	353.69	0.00	0.00	0.00	353.69
		SHN-01	LOAN	03-APR-25	03-APR-25	0.00	353.69	0.00	0.00	0.00	353.69
		SHN-01	LOAN		04-APR-25	0.00	24.25	0.00	0.00	0.00	24.25
		SHN-01	LOAN	17-APR-25	17-APR-25	0.00	338.44	0.00	0.00	0.00	338.44
		SHN-01	LOAN	01-MAY-25	02-MAY-25	0.00	338.44	0.00	0.00	0.00	338.44
		SHN-01	LOAN	15-MAY-25	16-MAY-25	0.00	335.15	0.00	0.00	0.00	335.15
		SHN-01	LOAN		19-MAY-25	0.00	49.25	0.00	0.00	0.00	49.25
		SHN-01	LOAN	29-MAY-25	29-MAY-25	0.00	335.15	0.00	0.00	0.00	335.15
		SHN-01	LOAN	12-JUN-25	12-JUN-25	0.00	339.89	0.00	0.00	0.00	339.89
		SHN-01	LOAN		16-JUN-25	0.00	128.20	0.00	0.00	0.00	128.20
		SHN-01	LOAN	26-JUN-25	26-JUN-25	0.00	339.89	0.00	0.00	0.00	339.89
		SHN-01	LOAN		25-JUN-25	0.00	24.63	0.00	0.00	0.00	24.63
		SHN-01	LOAN		27-JUN-25	0.00	64.10	0.00	0.00	0.00	64.10
		SHN-01	LOAN	10-JUL-25	10-JUL-25	0.00	339.89	0.00	0.00	0.00	339.89
		SHN-01	LOAN		11-JUL-25	0.00	72.84	0.00	0.00	0.00	72.84
		SHN-01	LOAN		15-JUL-25	0.00	337.35	0.00	0.00	0.00	337.35
		SHN-01	LOAN		15-JUL-25	0.00	351.49	0.00	0.00	0.00	351.49
		SHN-01	LOAN	24-JUL-25	28-JUL-25	0.00	316.12	0.00	0.00	0.00	316.12
		SHN-01	LOAN		24-JUL-25	0.00	72.84	0.00	0.00	0.00	72.84
		SHN-01	LOAN		31-JUL-25	0.00	36.93	0.00	0.00	0.00	36.93
		SHN-01	LOAN	07-AUG-25	07-AUG-25	0.00	316.12	0.00	0.00	0.00	316.12
		SHN-01	LOAN		07-AUG-25	0.00	72.84	0.00	0.00	0.00	72.84
		SHN-01	LOAN	21-AUG-25	21-AUG-25	0.00	365.30	0.00	0.00	0.00	365.30
		SHN-01	LOAN		25-AUG-25	0.00	149.12	0.00	0.00	0.00	149.12
		SHN-01	LOAN	04-SEP-25	05-SEP-25	0.00	309.61	0.00	0.00	0.00	309.61
		SHN-01	LOAN		08-SEP-25	0.00	145.68	0.00	0.00	0.00	145.68
		SHN-01	LOAN	18-SEP-25	18-SEP-25	0.00	330.17	0.00	0.00	0.00	330.17
		SHN-01	LOAN		24-SEP-25	0.00	72.84	0.00	0.00	0.00	72.84
		SHN-01	LOAN		29-SEP-25	0.00	49.25	0.00	0.00	0.00	49.25
		SHN-01	LOAN	02-OCT-25	02-OCT-25	0.00	335.80	0.00	0.00	0.00	335.80
		SHN-01	LOAN		06-OCT-25	0.00	463.54	0.00	0.00	0.00	463.54
		SHN-01	LOAN		10-OCT-25	0.00	62.35	0.00	0.00	0.00	62.35
		SHN-01	LOAN	16-OCT-25	23-OCT-25	0.00	430.90	0.00	0.00	0.00	430.90
		SHN-01	LOAN		29-OCT-25	0.00	1,683.69	0.00	0.00	0.00	1,683.69
		SHN-01	LOAN	30-OCT-25	31-OCT-25	0.00	412.30	0.00	0.00	0.00	412.30
		SHN-01	LOAN		30-OCT-25	0.00	364.22	0.00	0.00	0.00	364.22
		SHN-01	LOAN		03-NOV-25	0.00	36.93	0.00	0.00	0.00	36.93
		SHN-01	LOAN	13-NOV-25	14-NOV-25	0.00	491.36	0.00	0.00	0.00	491.36
		SHN-01	LOAN		13-NOV-25	0.00	66.02	0.00	0.00	0.00	66.02
		SHN-01	LOAN	26-NOV-25	26-NOV-25	0.00	378.71	0.00	0.00	0.00	378.71
		SHN-01	LOAN		08-DEC-25	0.00	24.63	0.00	0.00	0.00	24.63
		SHN-01	LOAN	11-DEC-25	15-DEC-25	0.00	553.19	0.00	0.00	0.00	553.19
		SHN-01	LOAN	24-DEC-25	23-DEC-25	0.00	555.19	0.00	0.00	0.00	555.19
						0.00	**13,994.09**	**0.00**	**0.00**	**0.00**	**13,994.09**
			TRANSFER		06-MAR-25	0.00	772.00	0.00	772.00	0.00	0.00
			TRANSFER		22-APR-25	0.00	(4,903.65)	0.00	(4,903.65)	0.00	0.00
			TRANSFER		03-JUN-25	0.00	88.00	0.00	88.00	0.00	0.00

CONTRIBUTIONS/DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	DEPOSIT TYPE	PAYROLL DATE	DATE PROCESSED	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	OTHER ACTIVITY	REFUNDS	ALLOCATED TO PARTICIPANTS
[redacted]						**0.00**	**(4,043.65)**	**0.00**	**(4,043.65)**	**0.00**	**0.00**
					24-JUL-25	0.00	1,236.11	0.00	1,236.11	0.00	0.00
					29-JUL-25	0.00	(1,236.11)	0.00	(1,236.11)	0.00	0.00
						0.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
GRAND TOTALS						**0.00**	**1,261,559.15**	**0.00**	**(11,735.67)**	**774.00**	**1,272,520.82**

LEGEND

MONEY SOURCE

BTK-01	EMPLOYEE BEFORE TAX	RTH-01	ROTH CONTRIBUTION
SHN-01	SAFE HARBOR NONELECTIVE	EER-01	EMPLOYEE ROLLOVER BEFORE TAX
ERO-01	EMPLOYER PROFIT SHARING	ERO-02	EMPLOYER NON-ELECTIVE (FROZEN)
QMA-01	QUALIFIED MATCHING CONTRIBUTIONS	QNE-01	QUALIFIED NONELECTIVE CONTRIBUTIONS
RRO-01	ROTH 401K ROLLOVER		

OUTSTANDING FROM PRIOR PERIOD: Contributions and/or deposits received in a prior period that were not effective in that period or were unallocated from a prior period.
UNALLOCATED: Contributions and/or deposits not allocated.

ADDITIONAL DEPOSITS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	OUTSTANDING FROM PRIOR PERIOD	CURRENT PERIOD	UNALLOCATED	REFUNDS	ALLOCATED TO PARTICIPANTS

[redacted]

LEGEND

MONEY SOURCE
EER-01 EMPLOYEE ROLLOVER BEFORE TAX

OUTSTANDING FROM PRIOR PERIOD: Contributions and/or deposits received in a prior period that were not effective in that period or were unallocated from a prior period.
UNALLOCATED: Contributions and/or deposits not allocated.

REFUNDS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

TRANSACTION DATE	REMITTANCE DATE	EVENT	NAME	PARTICIPANT IDENTIFIER	REASON	AMOUNT	PAYEE



WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

MONEY	PARTICIPANT	VESTED	GROSS	AMOUNT	WITHDRAWAL	FEDERAL	STATE & LOCAL	LOAN OFFSET	NET PAYABLE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

[redacted]

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

MONEY	PARTICIPANT	VESTED	GROSS AMOUNT	WITHDRAWAL	FEDERAL	STATE & LOCAL	LOAN OFFSET	NET PAYABLE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE
[redacted]													

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

MONEY	PARTICIPANT	VESTED	GROSS AMOUNT	WITHDRAWAL	FEDERAL	STATE & LOCAL	LOAN OFFSET	NET PAYABLE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

MONEY	PARTICIPANT	VESTED	GROSS AMOUNT	WITHDRAWAL	FEDERAL	STATE & LOCAL	LOAN OFFSET	NET PAYABLE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

MONEY	PARTICIPANT	VESTED	GROSS AMOUNT	WITHDRAWAL	FEDERAL	STATE & LOCAL	LOAN OFFSET	NET PAYABLE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

[redacted]

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE
[redacted]													

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE
[redacted]													

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

14-JAN-26 00:24:43

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE
[redacted]													

WITHDRAWALS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

DATE	MONEY SOURCE	NAME	PARTICIPANT IDENTIFIER	VESTED PERCENT	GROSS AMOUNT	AMOUNT FORFEITED	WITHDRAWAL CHARGE	FEDERAL TAXES	STATE & LOCAL TAXES	LOAN OFFSET TAXES	FEES	NET PAYABLE AMOUNT	PAYEE

[redacted]

LEGEND

MONEY SOURCE:

BTK-01	EMPLOYEE BEFORE TAX	EER-01	EMPLOYEE ROLLOVER BEFORE TAX
SHN-01	SAFE HARBOR NONELECTIVE	ERO-01	EMPLOYER PROFIT SHARING
QMA-01	QUALIFIED MATCHING CONTRIBUTIONS	QNE-01	QUALIFIED NONELECTIVE CONTRIBUTIONS
RTH-01	ROTH CONTRIBUTION	RRO-01	ROTH 401K ROLLOVER
ERO-02	EMPLOYER NON-ELECTIVE (FROZEN)		

FEES/WITHDRAWAL CHARGES

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

PARTICIPANT FEES

FUND EXPENSE

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
08-APR-25	2448844704	BREAI1			(10.36)
08-APR-25	2448844704	BREQI1			(1,184.48)
08-APR-25	2448844704	FSMDX			(29.81)
08-APR-25	2448844704	FSSNX			(15.69)
08-APR-25	2448844704	GWAQ35			(64.87)
08-APR-25	2448844704	IEFCI1			(30.93)
08-APR-25	2448844704	ISA35I			(43.22)
08-APR-25	2448844704	ISA45I			(178.92)
08-APR-25	2448844704	ISA55I			(42.17)
08-APR-25	2448844704	ISA65I			(1.04)
08-APR-25	2448844704	ISARFI			(4.28)
08-APR-25	2448844704	ISC35I			(37.32)
08-APR-25	2448844704	ISC45I			(32.42)
08-APR-25	2448844704	ISC65I			(5.79)
08-APR-25	2448844704	ISM35I			(2,764.58)
08-APR-25	2448844704	ISM45I			(2,906.83)
08-APR-25	2448844704	ISM55I			(2,372.36)
08-APR-25	2448844704	ISM65I			(270.45)
08-APR-25	2448844704	ISMRFI			(4,044.83)
08-APR-25	2448844704	LIIII1			(60.89)
08-APR-25	2448844704	PTLVI1			(110.73)
08-APR-25	2448844704	RNWGX			(5.06)
08-APR-25	2448844704	SCGCI1			(2.13)
08-APR-25	2448844704	SCVFI1			(5.84)
FUND EXPENSE TOTAL					(14,225.00)

QUARTERLY ASSET FEE

13-JAN-25	2376065071	BREAI1			(5.37)
13-JAN-25	2376065071	BREQI1			(712.80)
13-JAN-25	2376065071	FSMDX			(13.62)
13-JAN-25	2376065071	FSSNX			(9.03)
13-JAN-25	2376065071	GWAQ35			(36.51)
13-JAN-25	2376065071	IEFCI1			(16.32)
13-JAN-25	2376065071	ISA35I			(21.18)
13-JAN-25	2376065071	ISA45I			(96.95)
13-JAN-25	2376065071	ISA55I			(20.77)
13-JAN-25	2376065071	ISA65I			(0.04)
13-JAN-25	2376065071	ISARFI			(4.06)
13-JAN-25	2376065071	ISC35I			(21.01)
13-JAN-25	2376065071	ISC45I			(13.99)
13-JAN-25	2376065071	ISC65I			(2.65)
13-JAN-25	2376065071	ISM35I			(1,666.74)
13-JAN-25	2376065071	ISM45I			(1,745.46)
13-JAN-25	2376065071	ISM55I			(1,373.75)

FEES/WITHDRAWAL CHARGES

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
13-JAN-25	2376065071	ISM65I			(170.79)
13-JAN-25	2376065071	ISMRFI			(2,348.18)
13-JAN-25	2376065071	LIIII1			(34.78)
13-JAN-25	2376065071	PTLVI1			(58.00)
13-JAN-25	2376065071	RNWGX			(1.46)
13-JAN-25	2376065071	SCGCI1			(0.84)
13-JAN-25	2376065071	SCVFI1			(3.34)
16-JAN-25	2380230226	ISM55I			(1.94)
24-JAN-25	2380230226	ISM35I			(0.21)
25-FEB-25	2380230226	ISA35I			(3.23)
21-MAR-25	2380230226	GWAQ35			(0.02)
21-MAR-25	2380230226	ISM35I			(68.05)
27-MAR-25	2380230226	ISM55I			(5.23)
01-APR-25	2380230226	ISA45I			(7.66)
01-APR-25	2380230226	ISM45I			(2.36)
01-APR-25	2443677047	ISA45I			(0.09)
01-APR-25	2443677047	ISM45I			(0.02)
03-APR-25	2380230226	GWAQ35			(0.01)
03-APR-25	2380230226	ISM55I			(21.18)
03-APR-25	2443677047	ISM55I			(0.25)
04-APR-25	2380230226	ISM45I			(2.81)
04-APR-25	2443677047	ISM45I			(0.04)
15-APR-25	2454285921	BREAI1			(6.57)
15-APR-25	2454285921	BREQI1			(742.94)
15-APR-25	2454285921	FSMDX			(16.98)
15-APR-25	2454285921	FSSNX			(9.34)
15-APR-25	2454285921	GWAQ35			(36.80)
15-APR-25	2454285921	IEFCI1			(19.38)
15-APR-25	2454285921	ISA35I			(24.17)
15-APR-25	2454285921	ISA45I			(105.24)
15-APR-25	2454285921	ISA55I			(24.74)
15-APR-25	2454285921	ISA65I			(0.39)
15-APR-25	2454285921	ISARFI			(3.20)
15-APR-25	2454285921	ISC35I			(21.73)
15-APR-25	2454285921	ISC45I			(17.64)
15-APR-25	2454285921	ISC65I			(3.29)
15-APR-25	2454285921	ISM35I			(1,624.97)
15-APR-25	2454285921	ISM45I			(1,781.62)
15-APR-25	2454285921	ISM55I			(1,442.44)
15-APR-25	2454285921	ISM65I			(170.37)
15-APR-25	2454285921	ISMRFI			(2,348.71)
15-APR-25	2454285921	LIIII1			(37.27)
15-APR-25	2454285921	PTLVI1			(65.99)
15-APR-25	2454285921	RNWGX			(2.82)
15-APR-25	2454285921	SCGCI1			(1.07)
15-APR-25	2454285921	SCVFI1			(3.40)
17-APR-25	2443677047	ISA45I			(0.65)
24-APR-25	2443677047	ISM55I			(0.18)
07-MAY-25	2443677047	ISM35I			(0.38)
09-MAY-25	2443677047	ISM65I			(0.62)

FEES/WITHDRAWAL CHARGES

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
23-MAY-25	2443677047	ISM35I			(0.02)
23-MAY-25	2443677047	ISMRFI			(0.31)
03-JUN-25	2443677047	ISA35I			(0.01)
09-JUN-25	2443677047	ISM45I			(0.05)
13-JUN-25	2443677047	ISM55I			(0.28)
20-JUN-25	2443677047	FSMDX			(0.01)
20-JUN-25	2443677047	ISMRFI			(0.03)
14-JUL-25	2443677047	ISA35I			(0.09)
14-JUL-25	2443677047	ISM35I			(0.28)
14-JUL-25	2443677047	ISM55I			(0.02)
14-JUL-25	2535485710	BREAI1			(7.12)
14-JUL-25	2535485710	BREQI1			(779.26)
14-JUL-25	2535485710	FSMDX			(19.77)
14-JUL-25	2535485710	FSSNX			(10.52)
14-JUL-25	2535485710	FXNAX			(0.90)
14-JUL-25	2535485710	GWAQ35			(34.39)
14-JUL-25	2535485710	IEFCI1			(26.69)
14-JUL-25	2535485710	ISA35I			(11.23)
14-JUL-25	2535485710	ISA45I			(55.76)
14-JUL-25	2535485710	ISA55I			(28.78)
14-JUL-25	2535485710	ISA65I			(0.85)
14-JUL-25	2535485710	ISARFI			(2.79)
14-JUL-25	2535485710	ISC35I			(21.95)
14-JUL-25	2535485710	ISC45I			(21.24)
14-JUL-25	2535485710	ISC55I			(0.01)
14-JUL-25	2535485710	ISC65I			(3.96)
14-JUL-25	2535485710	ISM35I			(1,614.75)
14-JUL-25	2535485710	ISM45I			(1,812.20)
14-JUL-25	2535485710	ISM55I			(1,469.75)
14-JUL-25	2535485710	ISM65I			(111.21)
14-JUL-25	2535485710	ISMRFI			(2,353.13)
14-JUL-25	2535485710	LIIII1			(43.12)
14-JUL-25	2535485710	PTLVI1			(70.95)
14-JUL-25	2535485710	RNWGX			(3.35)
14-JUL-25	2535485710	SCGCI1			(1.67)
14-JUL-25	2535485710	SCVFI1			(3.81)
14-JUL-25	2535781392	GWAQ35			(0.01)
14-JUL-25	2535781392	ISA35I			(1.45)
14-JUL-25	2535781392	ISM35I			(4.05)
14-JUL-25	2535781392	ISM55I			(0.38)
21-JUL-25	2535781392	ISM35I			(0.21)
28-JUL-25	2535781392	ISM35I			(0.17)
28-JUL-25	2535781392	ISM45I			(0.11)
29-JUL-25	2535781392	ISM35I			(1.21)
30-JUL-25	2535781392	ISA55I			(2.34)
01-AUG-25	2535781392	ISMRFI			(0.06)
08-AUG-25	2535781392	GWAQ35			(0.04)
08-AUG-25	2535781392	ISMRFI			(20.74)
12-AUG-25	2535781392	GWAQ35			(0.01)
12-AUG-25	2535781392	ISM35I			(7.41)

FEES/WITHDRAWAL CHARGES

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
21-AUG-25	2535781392	ISM55I			(1.96)
26-AUG-25	2535781392	BREQI1			(3.99)
26-AUG-25	2535781392	GWAQ35			(0.02)
26-AUG-25	2535781392	IEFCI1			(3.82)
26-AUG-25	2535781392	ISM35I			(31.43)
28-AUG-25	2535781392	PTLVI1			(4.72)
29-AUG-25	2535781392	GWAQ35			(0.04)
29-AUG-25	2535781392	ISA35I			(8.46)
29-AUG-25	2535781392	ISMRFI			(27.46)
23-SEP-25	2535781392	GWAQ35			(0.01)
23-SEP-25	2535781392	ISMRFI			(10.08)
30-SEP-25	2535781392	ISM55I			(2.56)
09-OCT-25	2535781392	ISM35I			(1.00)
09-OCT-25	2615947394	ISM35I			(0.12)
14-OCT-25	2618174200	BREAI1			(9.28)
14-OCT-25	2618174200	BREQI1			(931.41)
14-OCT-25	2618174200	FSMDX			(25.56)
14-OCT-25	2618174200	FSSNX			(14.58)
14-OCT-25	2618174200	FXNAX			(8.28)
14-OCT-25	2618174200	GWAQ35			(34.32)
14-OCT-25	2618174200	IEFCI1			(25.10)
14-OCT-25	2618174200	ISA35I			(12.01)
14-OCT-25	2618174200	ISA45I			(77.70)
14-OCT-25	2618174200	ISA55I			(32.83)
14-OCT-25	2618174200	ISA65I			(1.40)
14-OCT-25	2618174200	ISARFI			(6.09)
14-OCT-25	2618174200	ISC35I			(31.10)
14-OCT-25	2618174200	ISC45I			(32.83)
14-OCT-25	2618174200	ISC55I			(1.71)
14-OCT-25	2618174200	ISC65I			(5.46)
14-OCT-25	2618174200	ISM35I			(1,890.59)
14-OCT-25	2618174200	ISM45I			(2,237.43)
14-OCT-25	2618174200	ISM55I			(1,902.94)
14-OCT-25	2618174200	ISM65I			(209.46)
14-OCT-25	2618174200	ISMRFI			(2,471.08)
14-OCT-25	2618174200	LIIII1			(56.47)
14-OCT-25	2618174200	PTLVI1			(82.94)
14-OCT-25	2618174200	RNWGX			(4.31)
14-OCT-25	2618174200	SCGCI1			(2.48)
14-OCT-25	2618174200	SCVFI1			(5.23)
20-OCT-25	2615947394	ISM45I			(0.42)
05-NOV-25	2615947394	ISA55I			(4.60)
05-NOV-25	2615947394	ISM55I			(0.85)
07-NOV-25	2615947394	ISM45I			(2.04)
18-NOV-25	2615947394	ISM55I			(0.29)
19-NOV-25	2615947394	ISM45I			(3.99)
05-DEC-25	2615947394	ISM55I			(2.99)
10-DEC-25	2615947394	BREQI1			(0.13)
10-DEC-25	2615947394	FXNAX			(5.50)
10-DEC-25	2615947394	ISA35I			(3.19)

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
10-DEC-25	2615947394	ISA55I			(3.05)
10-DEC-25	2615947394	ISC55I			(1.39)
10-DEC-25	2615947394	ISM35I			(23.78)
10-DEC-25	2615947394	ISM45I			(39.31)
10-DEC-25	2615947394	ISM55I			(41.78)
10-DEC-25	2615947394	ISM65I			(34.04)
10-DEC-25	2615947394	ISMRFI			(10.05)
10-DEC-25	2615947394	LIIII1			(2.98)
QUARTERLY ASSET FEE TOTAL					(35,940.73)
QUARTERLY CONTRACT CHARGE					
13-JAN-25	2376482822	BREQI1			(3.14)
13-JAN-25	2376482822	GWAQ35			(0.12)
13-JAN-25	2376482822	ISA35I			(9.39)
13-JAN-25	2376482822	ISA45I			(12.50)
13-JAN-25	2376482822	ISARFI			(12.50)
13-JAN-25	2376482822	ISM35I			(74.95)
13-JAN-25	2376482822	ISM45I			(62.46)
13-JAN-25	2376482822	ISM55I			(40.58)
13-JAN-25	2376482822	PTLVI1			(3.06)
13-JAN-25	2376482822	SCGCI1			(3.13)
13-JAN-25	2376482822	SCVFI1			(3.17)
15-APR-25	2454606115	BREQI1			(3.24)
15-APR-25	2454606115	GWAQ35			(0.15)
15-APR-25	2454606115	ISA35I			(9.81)
15-APR-25	2454606115	ISA45I			(12.50)
15-APR-25	2454606115	ISARFI			(12.50)
15-APR-25	2454606115	ISM35I			(74.95)
15-APR-25	2454606115	ISM45I			(74.94)
15-APR-25	2454606115	ISM55I			(40.16)
15-APR-25	2454606115	ISMRFI			(12.49)
15-APR-25	2454606115	PTLVI1			(3.27)
15-APR-25	2454606115	SCGCI1			(2.95)
15-APR-25	2454606115	SCVFI1			(3.04)
14-JUL-25	2535841478	BREQI1			(3.22)
14-JUL-25	2535841478	GWAQ35			(0.12)
14-JUL-25	2535841478	ISA45I			(12.50)
14-JUL-25	2535841478	ISARFI			(12.50)
14-JUL-25	2535841478	ISM35I			(74.97)
14-JUL-25	2535841478	ISM45I			(87.45)
14-JUL-25	2535841478	ISM55I			(37.49)
14-JUL-25	2535841478	ISMRFI			(12.47)
14-JUL-25	2535841478	PTLVI1			(3.17)
14-JUL-25	2535841478	SCGCI1			(3.09)
14-JUL-25	2535841478	SCVFI1			(3.02)
14-OCT-25	2618532398	BREQI1			(3.19)
14-OCT-25	2618532398	GWAQ35			(0.10)
14-OCT-25	2618532398	ISARFI			(12.50)

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
14-OCT-25	2618532398	ISM35I			(74.98)
14-OCT-25	2618532398	ISM45I			(137.43)
14-OCT-25	2618532398	ISM55I			(50.00)
14-OCT-25	2618532398	ISMRFI			(12.49)
14-OCT-25	2618532398	PTLVI1			(3.11)
14-OCT-25	2618532398	SCGCI1			(3.10)
14-OCT-25	2618532398	SCVFI1			(3.10)
QUARTERLY CONTRACT CHARGE TOTAL					(1,025.00)
PARTICIPANT FEES TOTAL					**(51,190.73)**
REVENUE SHARING CREDITED TO THE PLAN EXPENSE ACCOUNT					**15,691.19**

WITHDRAWAL CHARGES

GROUP LEVEL PROCESSING FEE

15-JAN-25	2378051445	TIM JAMES CARN	30008062	(135.00)
24-JAN-25	2385340175	JUDITH G BENAVIDES	30940444	(135.00)
05-FEB-25	2394659987	CARL R FIELD	30008073	(210.00)
25-FEB-25	2413274247	FLOREMEL J LAO	31770031	(135.00)
13-MAR-25	2428711368	FAITH C PERKINS	30008039	(85.00)
13-MAR-25	2428711369	STORMI MICHELLE MEADOWS	30299309	(85.00)
13-MAR-25	2428711911	BILLY J DAVIS	30008090	(85.00)
13-MAR-25	2428711912	LAURA SUE SOMMER	30008150	(85.00)
13-MAR-25	2428712209	KASTLE B KELLEY	30008426	(85.00)
13-MAR-25	2428712238	CLARISSA D MELLOTT	30007826	(85.00)
13-MAR-25	2428712270	JOHN A RAPAVI	30007773	(85.00)
13-MAR-25	2428712271	TULSA D STEWART	30008283	(85.00)
13-MAR-25	2428712276	JOSEPH J JERDE	30008196	(85.00)
13-MAR-25	2428712305	JEFFREY CHARLES KENNEDY	30007920	(85.00)
13-MAR-25	2428712403	ALEXA ROSE CODISPOTI	30007792	(85.00)
13-MAR-25	2428712405	RENE JEAN CARETTINI	30008182	(85.00)
13-MAR-25	2428712407	LISSETTE ROJAS	30008287	(85.00)
13-MAR-25	2428712972	JOHN MURRAY	30007992	(85.00)
13-MAR-25	2428712973	GEORGIA G GOLDING PARCHMENT	30008052	(85.00)
13-MAR-25	2428713011	ELLEN K SCHOU	30007857	(85.00)
13-MAR-25	2428713013	ROMAN JUSTICE PORTERFIELD	30008412	(85.00)
13-MAR-25	2428713031	RHONDA LANELLE HARRIS	30008140	(85.00)
13-MAR-25	2428713058	DELIA BALMES SANDOVAL	30008065	(85.00)
13-MAR-25	2428713209	JOSHUA SPURLOCK	30008387	(85.00)
13-MAR-25	2428713344	MARIA A BANDE	30008341	(85.00)
13-MAR-25	2428714898	TINA HARRIS	30007913	(85.00)
21-MAR-25	2436515015	JENNI ANN WILLIAMS	30008197	(135.00)
27-MAR-25	2439310216	SHAWN BLANKENSHIP	32241688	(135.00)
01-APR-25	2442255432	MANDY M MUNCY	30008303	(135.00)
03-APR-25	2443822303	JEFF U MALAFU	30008258	(135.00)
04-APR-25	2446212324	AMANDA LONG	34488573	(135.00)
14-APR-25	2453663082	AMY RENEE LAYNE	30008149	(210.00)

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
17-APR-25	2456658246		AMBER R CARPENTER	30008156	(135.00)
21-APR-25	2459997202		CHANDRA F WRIGHT	30008206	(135.00)
22-APR-25	2460930605		MILINDA L SANCHEZ	30007778	(210.00)
23-APR-25	2461304102		CHANDRA F WRIGHT	30008206	(210.00)
24-APR-25	2459272084		ALASON JOY BRANT	30007806	(135.00)
24-APR-25	2460321699		CIERRA A DILLON	30008117	(135.00)
07-MAY-25	2467328805		LISA MICHELLE JARAMILLO	30008263	(135.00)
07-MAY-25	2474561715		MICHELLE L MINCEY	30008025	(210.00)
09-MAY-25	2475480759		KAYLA D JOHNSTONE	30007797	(135.00)
23-MAY-25	2487624441		ELIZABETH F COCKERILLE	30007885	(135.00)
23-MAY-25	2488178804		PATRICIA GWEN WOODS	30008091	(135.00)
03-JUN-25	2497507026		STEFANIE R GREENWOOD	31876610	(135.00)
09-JUN-25	2502997128		SHAUNNA RENEE MALONE	30007989	(135.00)
13-JUN-25	2507593729		JOHN C SUMILE JR	34196758	(135.00)
13-JUN-25	2509001128		ELLEN BURNETTE MONTFORT	30008360	(85.00)
13-JUN-25	2509001167		GARRICK M DOSER	30007775	(85.00)
13-JUN-25	2509001168		HORTICIA A CERVANTES	30008345	(85.00)
13-JUN-25	2509002790		WILBUR J MIRES	30008189	(85.00)
13-JUN-25	2509002860		DEBORAH A TINDALL	30008268	(85.00)
13-JUN-25	2509002903		ANDREA FUENTES CARMONA	30300138	(85.00)
13-JUN-25	2509003475		JACK SARZUELO	30007945	(85.00)
13-JUN-25	2509003509		JESSICA NICOLE CHAPMAN	30008005	(77.09)
13-JUN-25	2509003510		KRISTEN N JAMESON	30008260	(52.27)
13-JUN-25	2509003568		JOSEPH NELSON	30007939	(85.00)
13-JUN-25	2509003569		JASON MERRITT RUSSELL	30008179	(85.00)
13-JUN-25	2509003716		ALICIA L ESQUILIN	30008338	(85.00)
13-JUN-25	2509003717		SHERI MORTIMER	33136924	(85.00)
13-JUN-25	2509003718		LILIANA O MENDOZA	30299323	(85.00)
13-JUN-25	2509003720		LISA M MCFARLANE	30007976	(85.00)
13-JUN-25	2509003721		JOELLY M HARVEY	30008261	(85.00)
13-JUN-25	2509003776		KARENT J FUENTES CARMONA	30008416	(85.00)
13-JUN-25	2509003938		CAMYLLE V VELAZQUEZ-FUENTES	30008067	(85.00)
13-JUN-25	2509003966		SHANNA J RIOS	30007782	(85.00)
13-JUN-25	2509003969		RALPH D CARTER	30007977	(85.00)
13-JUN-25	2509004070		ELIZABETH M CARULLI	30007802	(85.00)
20-JUN-25	2512815880		CHAZLYNMARIE KAHEANANI TILFAS	34780885	(135.00)
20-JUN-25	2514227149		MARY JO DAVIS TOPPIN	30008192	(135.00)
02-JUL-25	2524882603		ALBERT F PELOQUIN	34106497	(135.00)
14-JUL-25	2534764025		IMOGENE WILLIAMS	30008030	(135.00)
14-JUL-25	2534774789		TANESHIA TAYLOR	30008281	(135.00)
21-JUL-25	2540647851		BARBARA A HUMPHREY	31520210	(135.00)
28-JUL-25	2546958501		GARY W PAUGH	30007948	(135.00)
28-JUL-25	2547623334		YVONNE B GUZMAN	30008167	(135.00)
29-JUL-25	2548521064		DAVID A PLOUHAR	30940479	(135.00)
30-JUL-25	2548922497		JAKE R BYNG-FORGRAVE	30611883	(135.00)
01-AUG-25	2552010090		GREGORY C PROSSER	30007983	(135.00)
08-AUG-25	2557935469		CHERYL D JARRETT	30267305	(135.00)
12-AUG-25	2560848859		MARK FARNER	30267306	(135.00)
21-AUG-25	2568822699		TIM JAMES CARN	30008062	(135.00)
26-AUG-25	2573375090		ETHEN BRYAN NORTON	30008269	(135.00)

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
26-AUG-25	2573756167		STARR M BUCK	30008352	(135.00)
27-AUG-25	2575013349		AMY RENEE LAYNE	30008149	(210.00)
28-AUG-25	2575162915		CHAD LEE DEWITT	30007847	(135.00)
29-AUG-25	2576586725		WARREN S LAWSTON	30007771	(135.00)
11-SEP-25	2588844703		MICHELLE L MINCEY	30008025	(210.00)
12-SEP-25	2591017707		ANNE F CARSWELL	30008134	(85.00)
12-SEP-25	2591017800		ROSITA G DREYER	30008185	(85.00)
12-SEP-25	2591017844		JARED R MURRAY	30008294	(85.00)
12-SEP-25	2591017845		ASHLEIGH NICOLE YOUNG	30300104	(85.00)
12-SEP-25	2591018367		ABIGAIL L MANGUM	34007201	(85.00)
12-SEP-25	2591018504		KYLA D MITCHELL	30008042	(85.00)
12-SEP-25	2591018505		JACOB M PAPPAS	30008102	(85.00)
12-SEP-25	2591018506		ROBERT C VASQUEZ	30008357	(85.00)
12-SEP-25	2591018666		KAYLA V WHITE	33764586	(85.00)
12-SEP-25	2591018792		DAVID R SPRANZA	30007891	(85.00)
12-SEP-25	2591019036		LEDA MICHELLE ADWAN	30008240	(85.00)
18-SEP-25	2595489241		DENNIS E HAYS	30008292	(210.00)
23-SEP-25	2598219730		LISA JANE WINES	30008101	(135.00)
30-SEP-25	2604415384		CALEB AMOS	35089287	(135.00)
09-OCT-25	2613698231		ANASTASIA M STEVENSON	34488575	(135.00)
13-OCT-25	2617248755		DONZELL VEAZIE	30008392	(135.00)
16-OCT-25	2620919048		IAN RILEY GIBSON	30008409	(135.00)
20-OCT-25	2622427156		SHERRY GREENE	30008080	(135.00)
05-NOV-25	2631518101		PETERMICHAEL KATZ	30940471	(135.00)
05-NOV-25	2638292331		DONZELL VEAZIE	30008392	(29.37)
05-NOV-25	2639783688		BRITTANY R THOMPSON	32142735	(135.00)
06-NOV-25	2642556394		DONZELL VEAZIE	30008392	(210.00)
07-NOV-25	2645549600		JESSIE G PRITCHARD	30008222	(135.00)
18-NOV-25	2653942522		JAMES W HILL	30299348	(135.00)
19-NOV-25	2654726172		TAYLOR R LABNO	30008342	(135.00)
24-NOV-25	2659702813		CARL R FIELD	30008073	(210.00)
03-DEC-25	2667558252		ALBERT F PELOQUIN	34106497	(50.00)
05-DEC-25	2671637493		LATASHA F VINCENT-RICHARDSON	30299340	(50.00)
22-DEC-25	2687953632		ANGELA GARZA	30299303	(125.00)
GROUP LEVEL PROCESSING FEE TOTAL					(13,383.73)
LOAN DOCUMENT STAMP TAX					
13-JAN-25	2374918686		LYNDA B MANN	30008008	(47.25)
07-MAY-25	2475028714		IDALIS SANTIAGO RODRIGUEZ	30008336	(4.55)
16-JUL-25	2537383598		JAMES W WRIGHT	30007997	(20.30)
17-JUL-25	2538231952		ETHEN BRYAN NORTON	30008269	(11.55)
28-JUL-25	2546971917		RUTH A CHAMBERS	30008318	(6.30)
30-JUL-25	2548847540		KERRI L BURD	30008302	(3.85)
21-AUG-25	2569053080		MELISSA SUE MCNABB	30008211	(42.00)
08-SEP-25	2584615134		DENNIS E HAYS	30008292	(12.25)
01-OCT-25	2605659381		MARY JANE C JACKSON	30007922	(11.55)
07-OCT-25	2612102915		MICHELLE L MINCEY	30008025	(8.75)
05-NOV-25	2641306685		MARLANA WRIGHT	30008002	(26.60)

EFFECTIVE DATE	EVENT	FUND	NAME	PARTICIPANT IDENTIFIER	AMOUNT
05-NOV-25	2641307594		MESHIA DIAHONNE WRIGHT	30007919	(15.05)
LOAN DOCUMENT STAMP TAX TOTAL					(210.00)
LOAN ORIGINATION FEE					
02-JAN-25	2360575875		IAN RILEY GIBSON	30008409	(200.00)
13-JAN-25	2374918686		LYNDA B MANN	30008008	(200.00)
21-JAN-25	2381357060		TAUSHA NICOLE JEBBIA	30008168	(200.00)
07-MAY-25	2475028714		IDALIS SANTIAGO RODRIGUEZ	30008336	(200.00)
16-JUL-25	2537383598		JAMES W WRIGHT	30007997	(200.00)
17-JUL-25	2538231952		ETHEN BRYAN NORTON	30008269	(200.00)
28-JUL-25	2546971917		RUTH A CHAMBERS	30008318	(200.00)
30-JUL-25	2548847540		KERRI L BURD	30008302	(200.00)
21-AUG-25	2569053080		MELISSA SUE MCNABB	30008211	(200.00)
08-SEP-25	2584615134		DENNIS E HAYS	30008292	(200.00)
12-SEP-25	2589032036		DAVID A TOWERY	30007982	(200.00)
01-OCT-25	2605659381		MARY JANE C JACKSON	30007922	(200.00)
07-OCT-25	2612102915		MICHELLE L MINCEY	30008025	(200.00)
05-NOV-25	2641306685		MARLANA WRIGHT	30008002	(200.00)
05-NOV-25	2641307594		MESHIA DIAHONNE WRIGHT	30007919	(200.00)
05-NOV-25	2641344178		JENNIFER LYNN JOHNSON	30008036	(200.00)
24-NOV-25	2660355532		AMY C SHARPLESS	30007854	(75.00)
LOAN ORIGINATION FEE TOTAL					(3,275.00)
WITHDRAWAL CHARGES TOTAL					**(16,868.73)**

PARTICIPANT REPORTS

LOAN SUMMARY

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

GENERAL INFORMATION - ACCOUNT REDUCTION LOANS

PARTICIPANT IDENTIFIER	LOAN NUMBER	STATUS	ORIGINAL LOAN AMOUNT	INTEREST RATE	TERM	PAYMENT AMOUNT	PAYMENT FREQUENCY	MATURITY DATE

LOAN SUMMARY

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

GENERAL INFORMATION - ACCOUNT REDUCTION LOANS

PARTICIPANT IDENTIFIER	LOAN NUMBER	STATUS	ORIGINAL LOAN AMOUNT	INTEREST RATE	TERM	PAYMENT AMOUNT	PAYMENT FREQUENCY	MATURITY DATE

[redacted]

LOAN SUMMARY

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

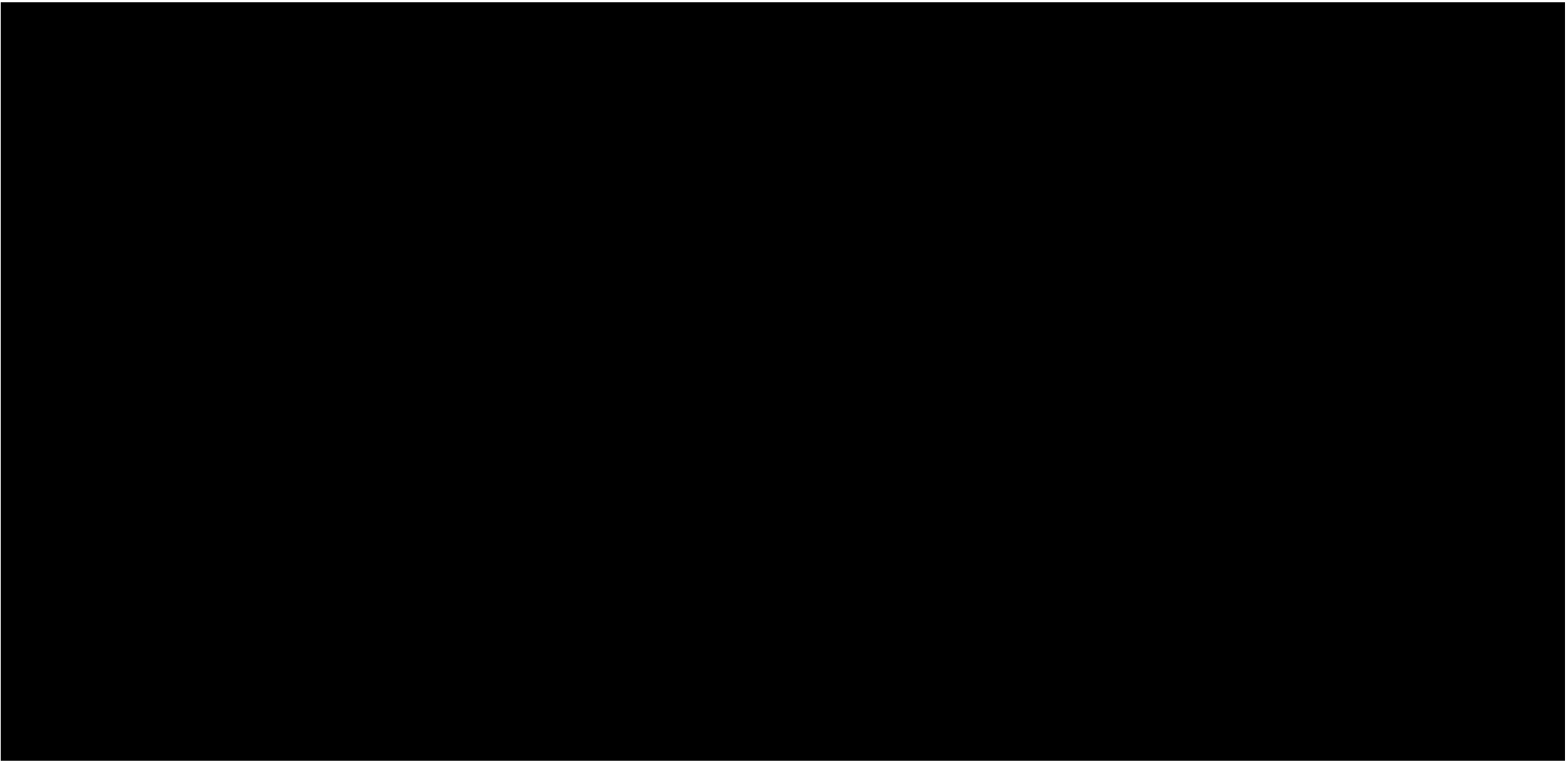
GENERAL INFORMATION - ACCOUNT REDUCTION LOANS

PARTICIPANT IDENTIFIER	LOAN NUMBER	STATUS	ORIGINAL LOAN AMOUNT	INTEREST RATE	TERM	PAYMENT AMOUNT	PAYMENT FREQUENCY	MATURITY DATE
[redacted]								

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

A participant's account balance is reduced when they take an account reduction loan. As a result, the outstanding loan balance is not included in the participant's account balance.

LOAN NUMBER/ MONEY TYPE	BEGINNING PRINCIPAL	BEGINNING INTEREST	(REFINANCED)/ LOANS ISSUED	TRANSFERRED LOANS	INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	DISTRIBUTED INTEREST	DISTRIBUTED PRINCIPAL	ENDING PRINCIPAL	ENDING INTEREST



FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

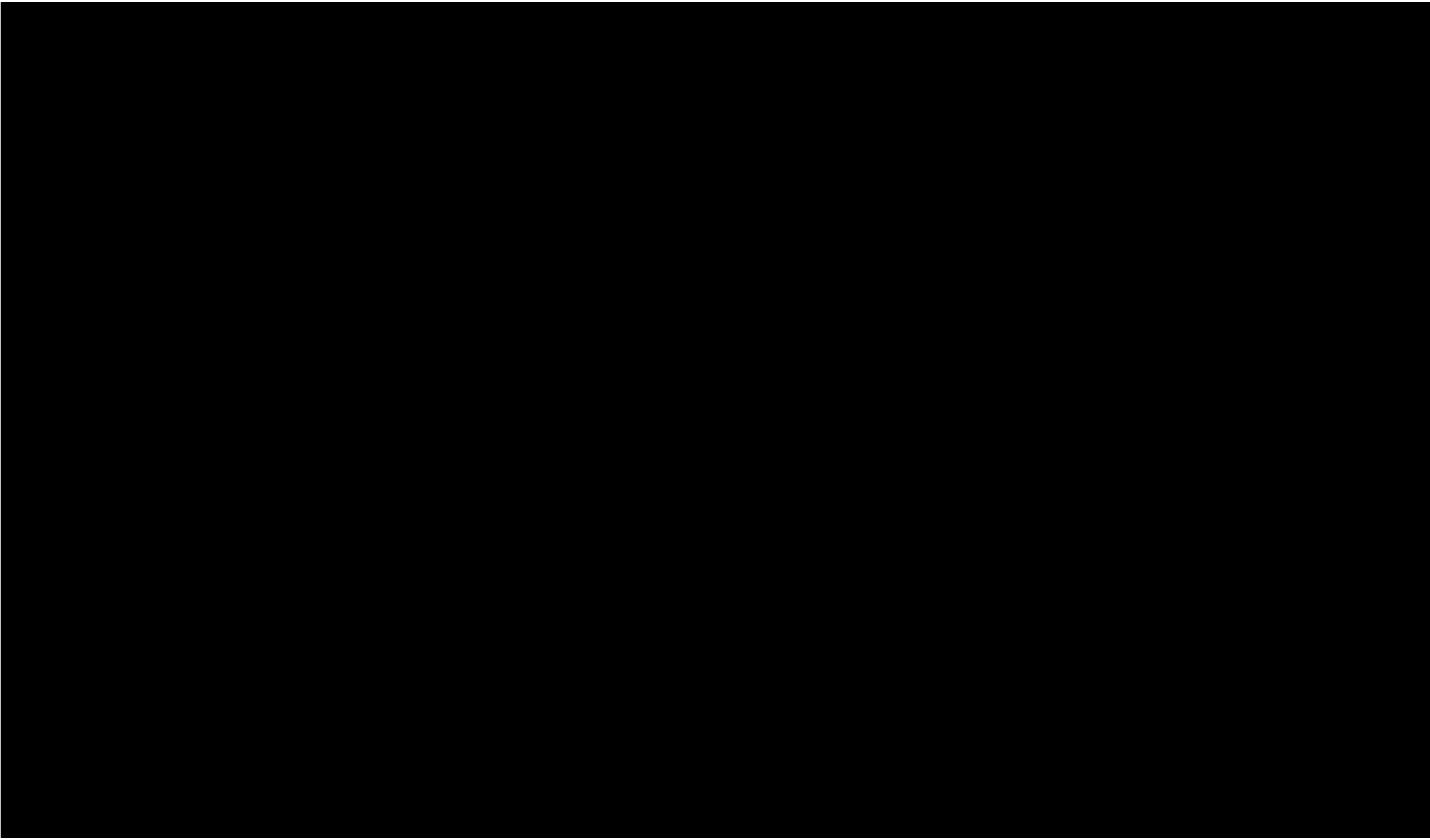
A participant's account balance is reduced when they take an account reduction loan. As a result, the outstanding loan balance is not included in the participant's account balance.

LOAN NUMBER/ MONEY TYPE	BEGINNING PRINCIPAL	BEGINNING INTEREST	(REFINANCED)/ LOANS ISSUED	TRANSFERRED LOANS	INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	DISTRIBUTED INTEREST	DISTRIBUTED PRINCIPAL	ENDING PRINCIPAL	ENDING INTEREST
[redacted]											

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

A participant's account balance is reduced when they take an account reduction loan. As a result, the outstanding loan balance is not included in the participant's account balance.

LOAN NUMBER/ MONEY TYPE	BEGINNING PRINCIPAL	BEGINNING INTEREST	(REFINANCED)/ LOANS ISSUED	TRANSFERRED LOANS	INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	DISTRIBUTED INTEREST	DISTRIBUTED PRINCIPAL	ENDING PRINCIPAL	ENDING INTEREST



LOAN SUMMARY

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

A participant's account balance is reduced when they take an account reduction loan. As a result, the outstanding loan balance is not included in the participant's account balance.

LOAN NUMBER/ MONEY TYPE	BEGINNING PRINCIPAL	BEGINNING INTEREST	(REFINANCED)/ LOANS ISSUED	TRANSFERRED LOANS	INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	DISTRIBUTED INTEREST	DISTRIBUTED PRINCIPAL	ENDING PRINCIPAL	ENDING INTEREST
[redacted]											

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

A participant's account balance is reduced when they take an account reduction loan. As a result, the outstanding loan balance is not included in the participant's account balance.

LOAN NUMBER/ MONEY TYPE	BEGINNING PRINCIPAL	BEGINNING INTEREST	(REFINANCED)/ LOANS ISSUED	TRANSFERRED LOANS	INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	DISTRIBUTED INTEREST	DISTRIBUTED PRINCIPAL	ENDING PRINCIPAL	ENDING INTEREST
[redacted]											

LOAN SUMMARY

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

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LOAN SUMMARY

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FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

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LEGEND

Beginning and Ending Interest: A negative amount reflects early and/or over payment of the loan.

DEEMED DISTRIBUTED LOANS

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

FINANCIAL INFORMATION - ACCOUNT REDUCTION LOANS

The following information is to assist you in completing the Schedule H or for short forms, the Schedule I and Form 5500SF for fiscal plan year beginning 01-JAN-25 and ending 31-DEC-25. This supplemental information is provided for plans that are required by the IRS to file Form 5500 and the associated Schedules.

PARTICIPANT NAME	LOAN NUMBER	DEEMED DISTRIBUTED DATE	BEGINNING BALANCE	TRANSFERRED LOANS	DEEMED DISTRIBUTED LOANS	CURRENT YEAR INTEREST ASSESSED	INTEREST PAID	PRINCIPAL PAID	LOAN OFFSET	ENDING BALANCE

FINANCIAL INFORMATION - DEEMED AND ACTIVE LOAN SUMMARY

The following information is to assist you in completing the Schedule H or for short forms, the Schedule I and Form 5500SF for fiscal plan year beginning 01-JAN-25 and ending 31-DEC-25. This supplemental information is provided for plans that are required by the IRS to file Form 5500 and the associated Schedules.

	ACTIVE LOANS	DEEMED LOANS	TOTAL LOANS	5500 ENTRIES	5500 SCHEDULE H LINE ENTRIES
BEGINNING BALANCE	55,250.18	541.72	55,791.90	55,250.18	1(c)(8)(a)
(REFINANCED)/LOANS ISSUED	72,149.98		72,149.98		
TRANSFERRED LOANS	0.00	0.00	0.00		
INTEREST ASSESSED	5,711.37	0.00	5,711.37	5,678.98	2(b)(1)(e)
DISTRIBUTED INTEREST	(32.39)	(30.83)	(63.22)		
LOAN PAYMENTS	(39,114.94)	0.00	(39,114.94)		
DEEMED LOANS (Current Year)	(2,908.48)	2,908.48		(2,908.48)	2(g)
DISTRIBUTED LOANS	(8,125.09)	(510.89)	(8,635.98)	(8,125.09)	2(e)(1)*
NET LOAN ACTIVITY**				33,035.04	
ENDING OUTSTANDING LOAN BALANCE	**82,930.63**	**2,908.48**	**85,839.11**	**82,930.63**	**1(c)(8)(b)**

* Amount added to participant withdrawals
** Net amount of Refinance/Loan Issued plus Transferred Loans (if applicable) and Loan Payments

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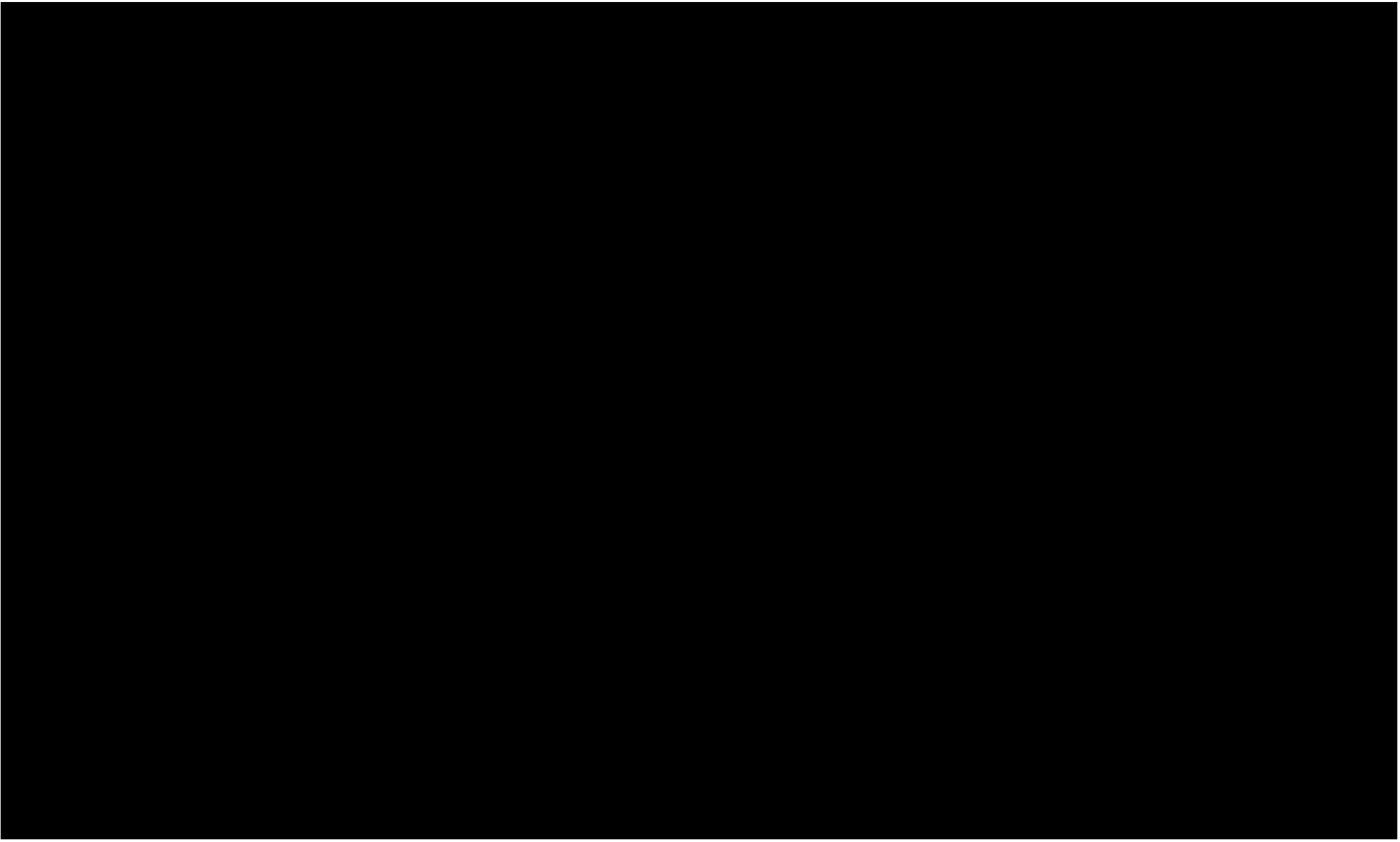

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INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
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SUMMARY BY PARTICIPANT

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SUMMARY BY PARTICIPANT

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SUMMARY BY PARTICIPANT

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01-JAN-25 to 31-DEC-25

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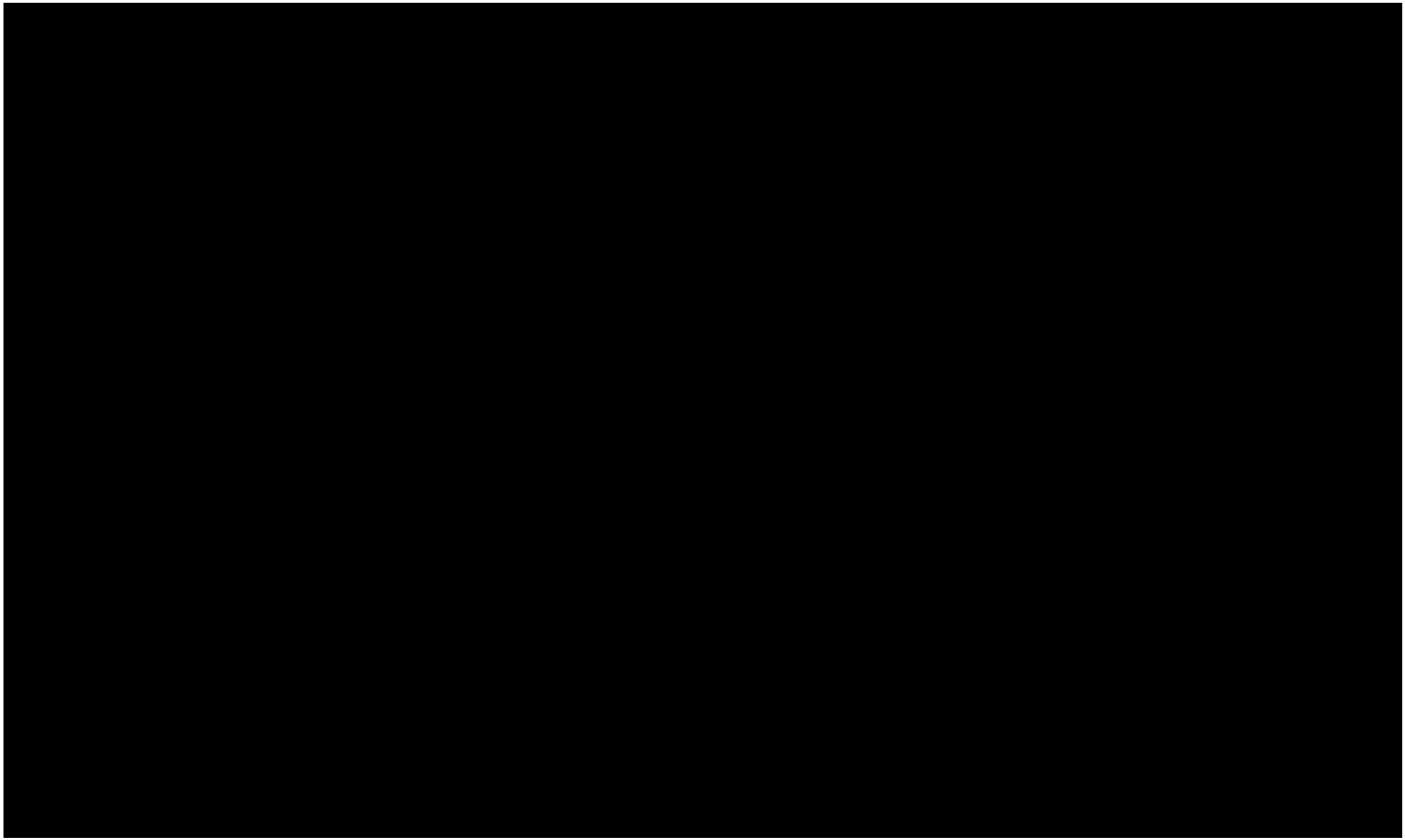

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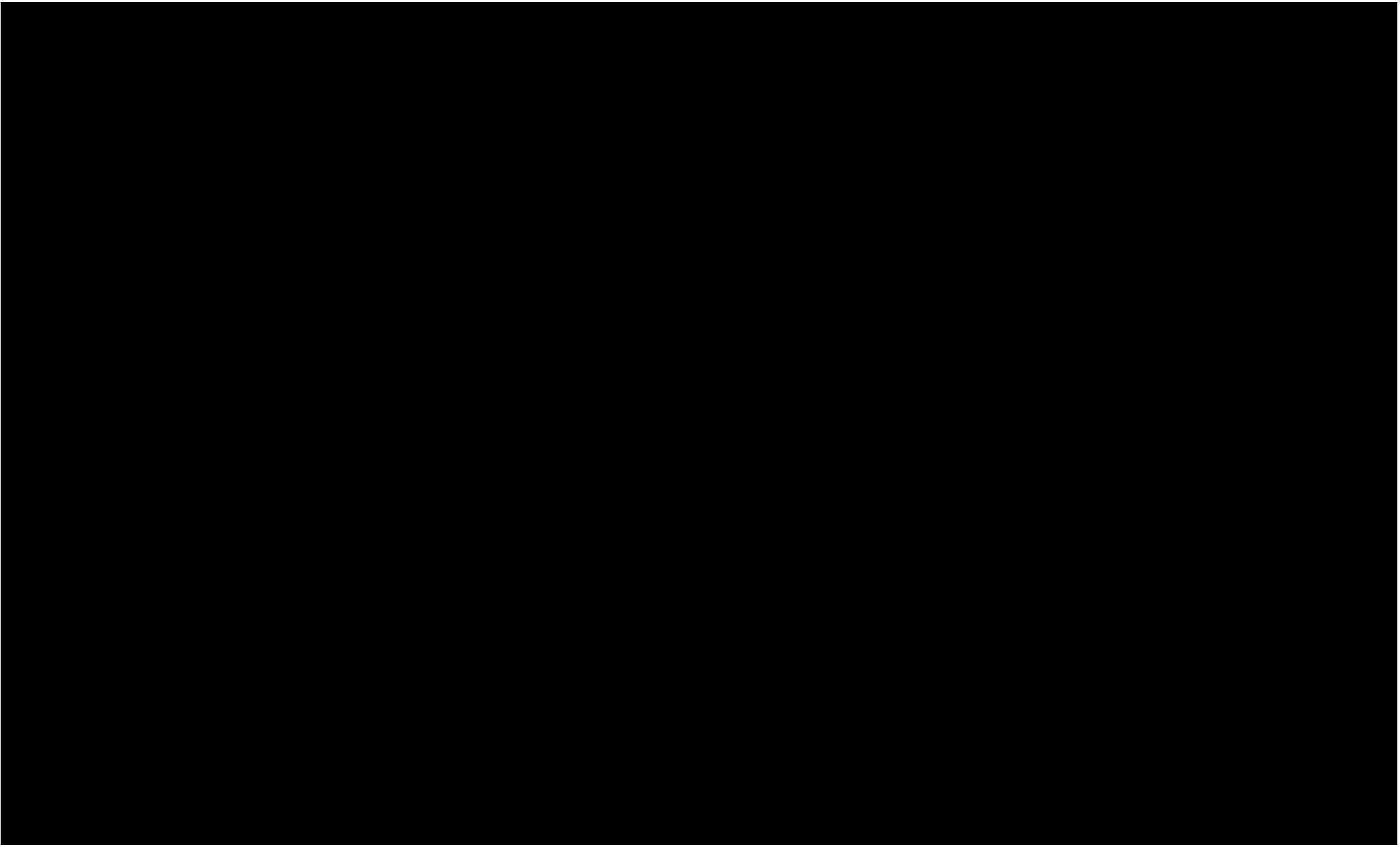

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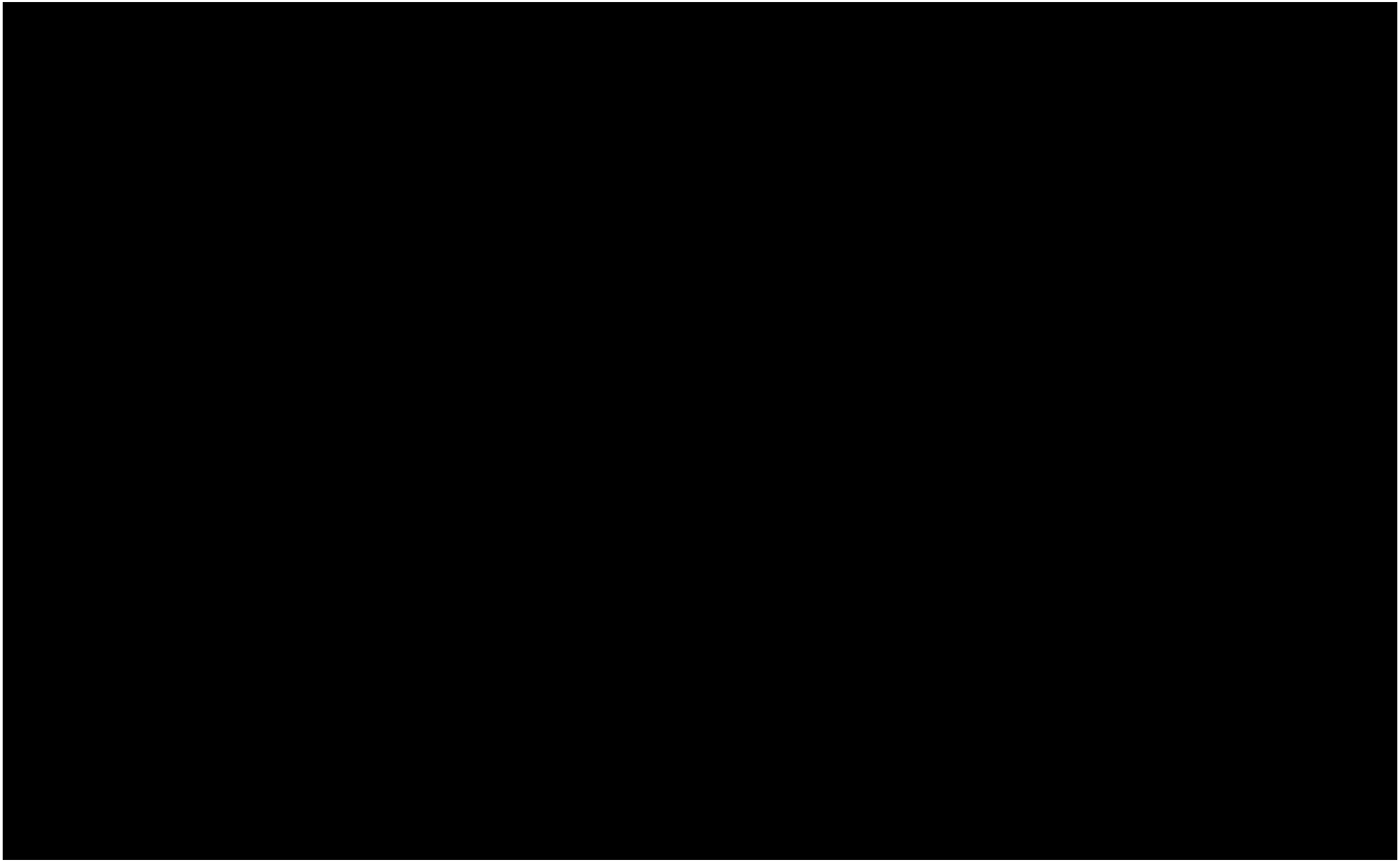

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VTrips 401(k) Plan

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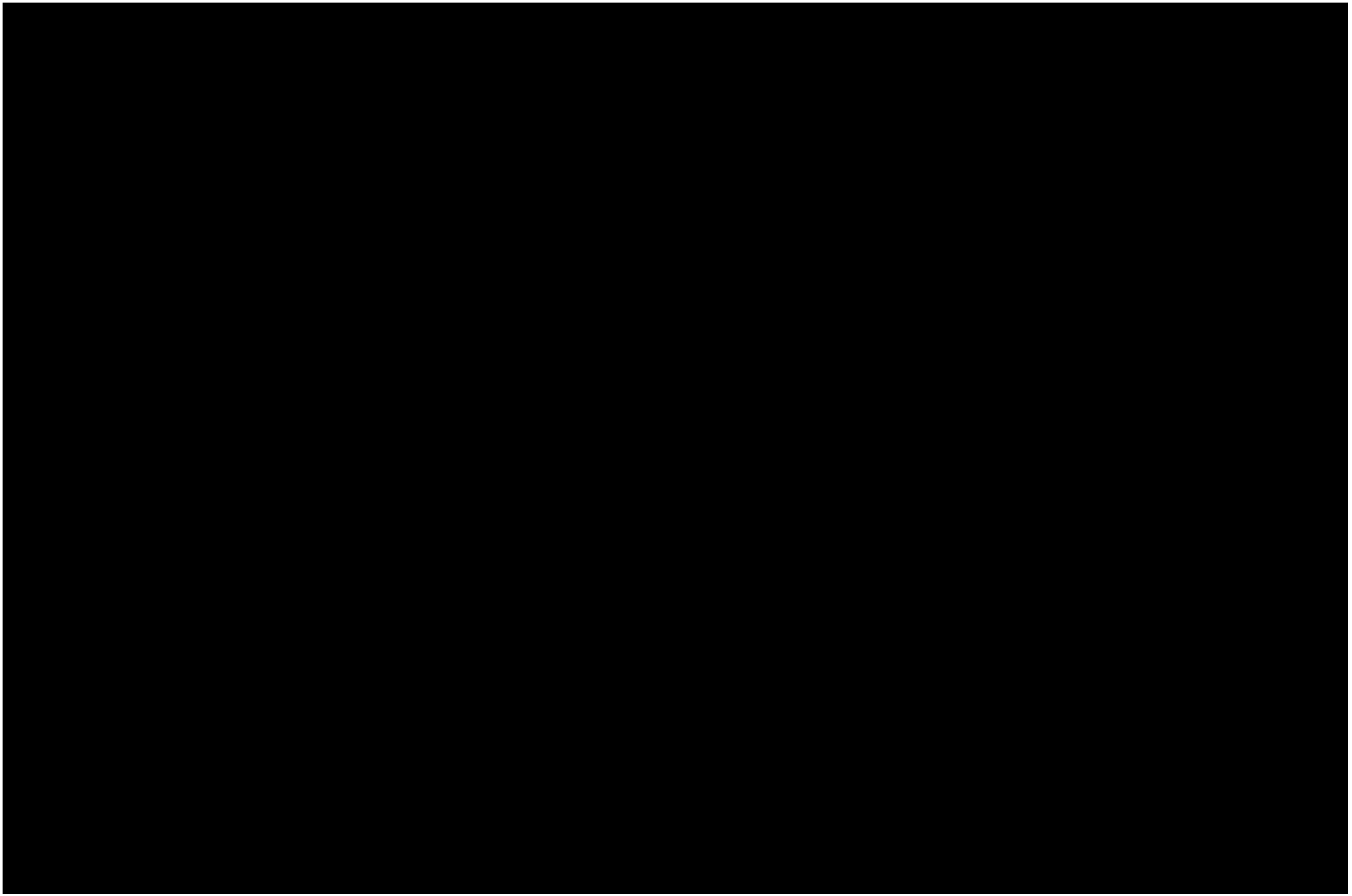

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INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE
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SUMMARY BY PARTICIPANT

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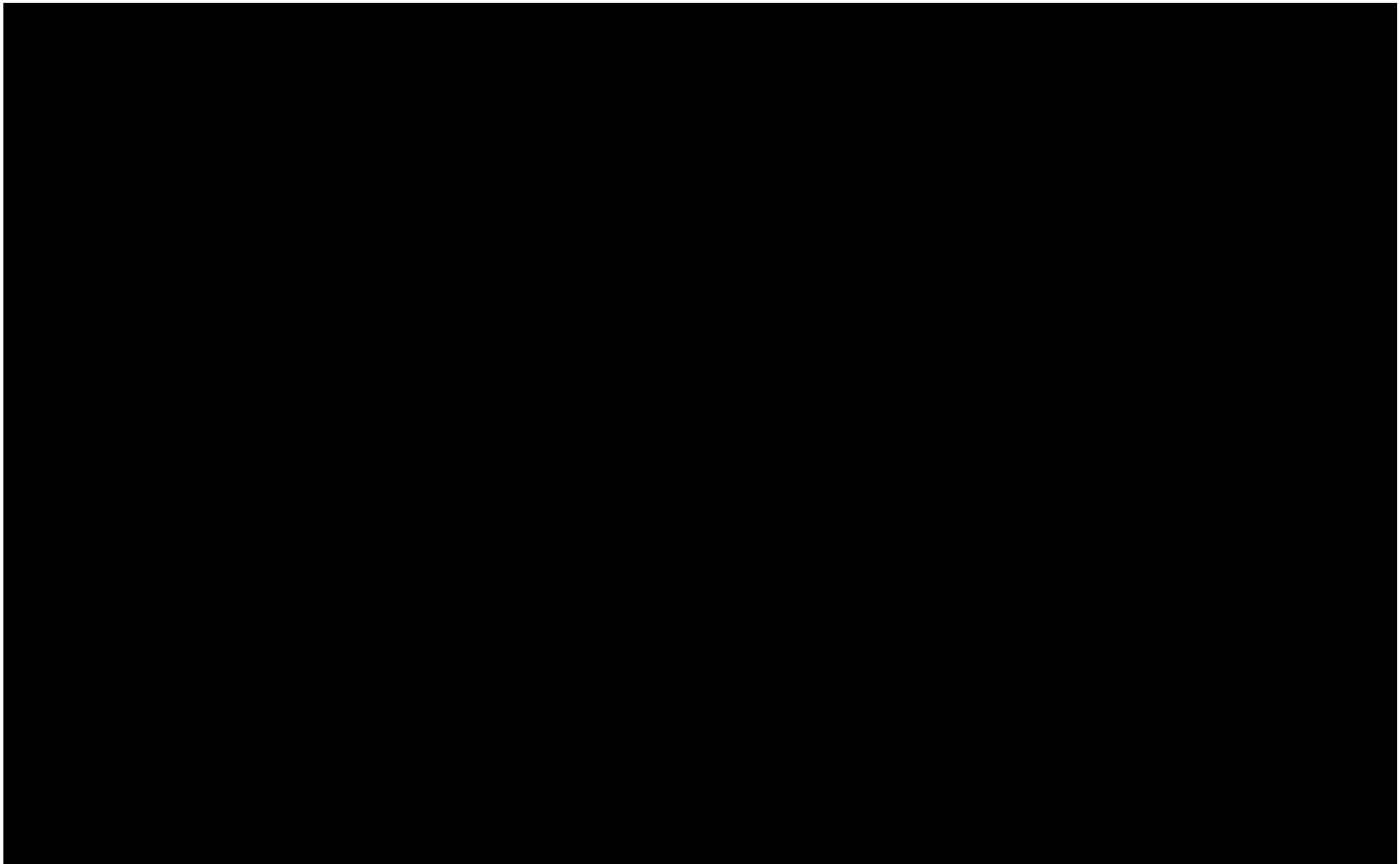

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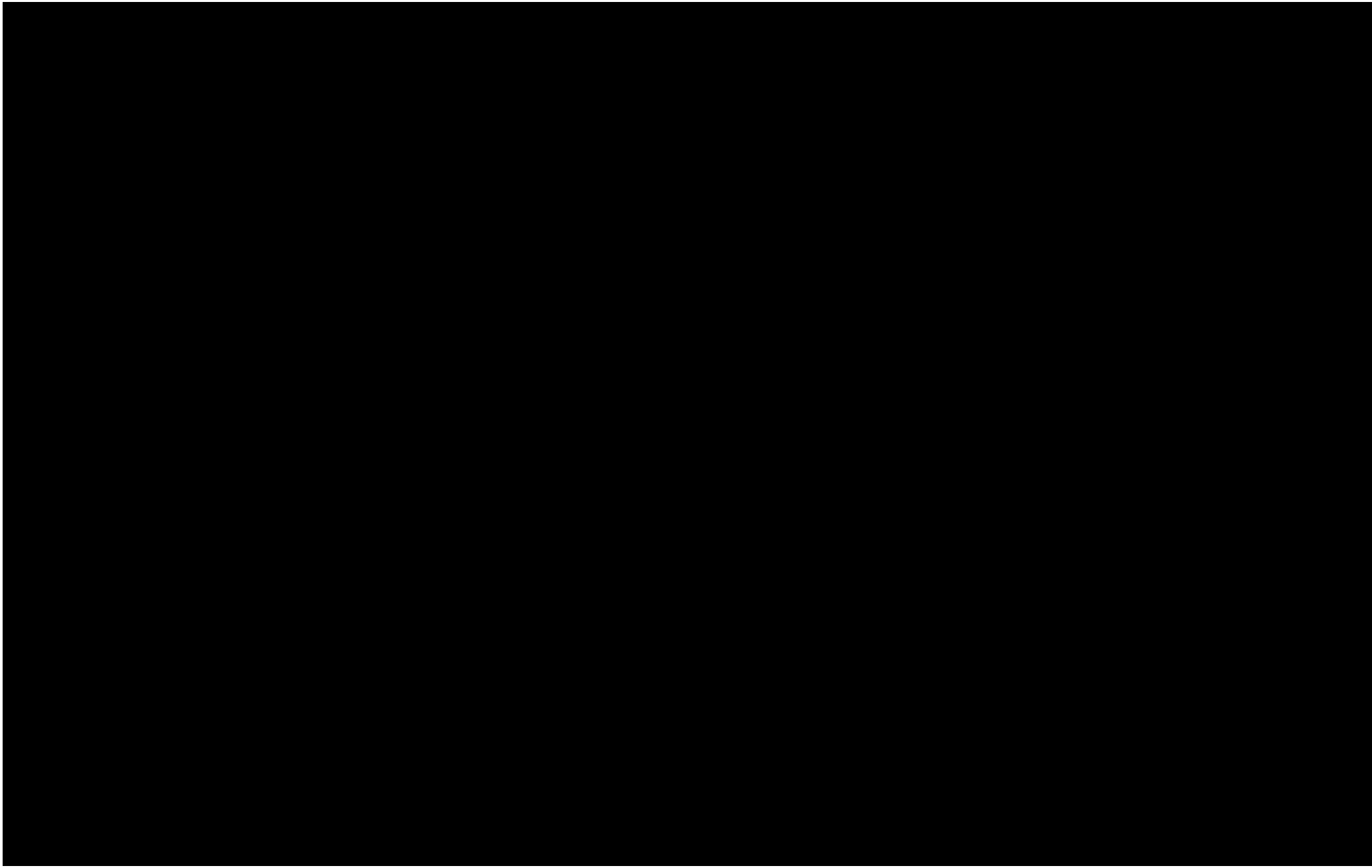

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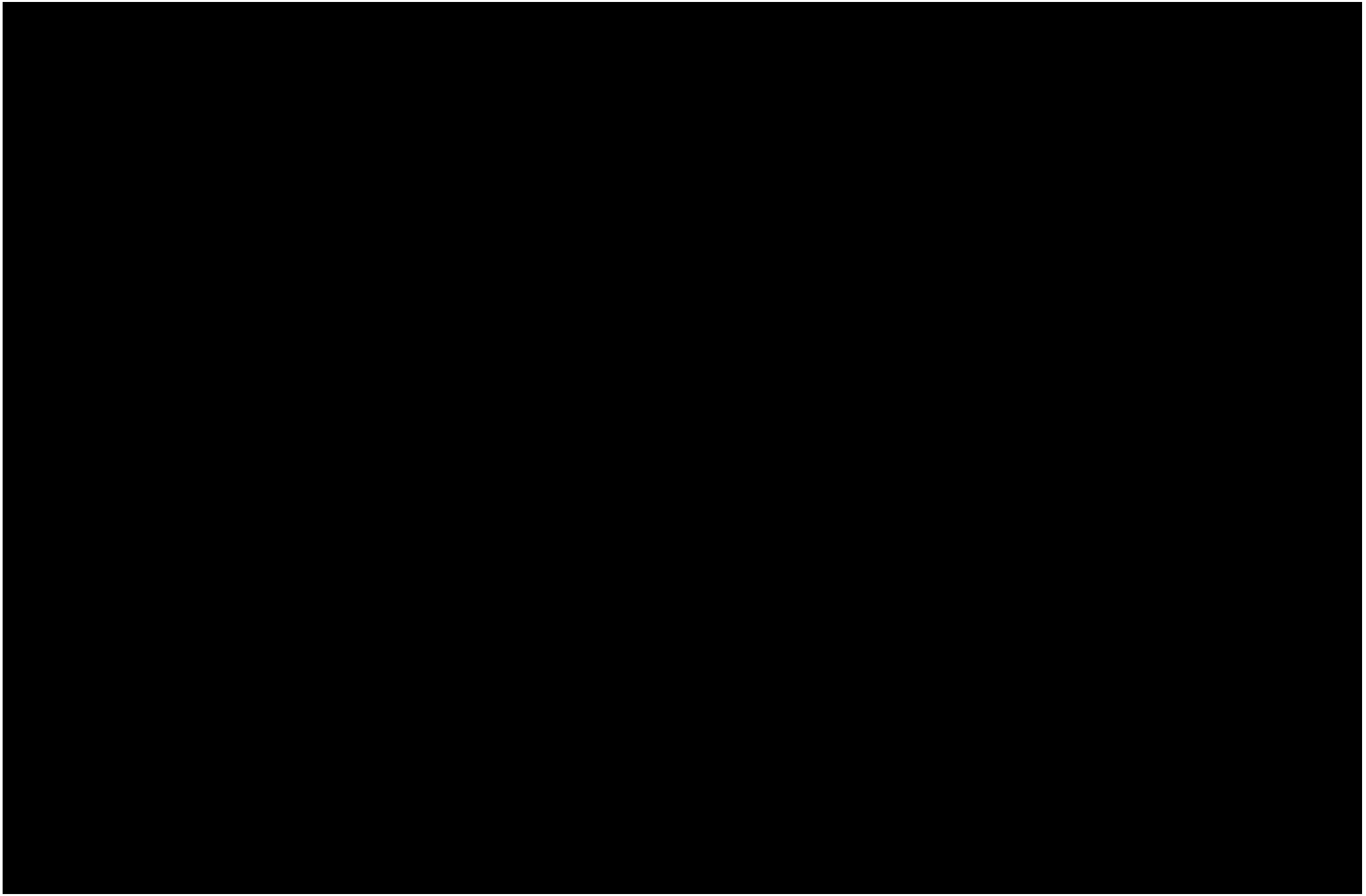

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01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	BEGINNING BALANCE	CONTRIBUTIONS/ DEPOSITS	ADDITIONAL DEPOSITS	TRANSFERS IN	INTEREST/ DIVIDENDS	CHANGE IN VALUE	TRANSFERS OUT	FEES	WITHDRAWALS	ENDING BALANCE

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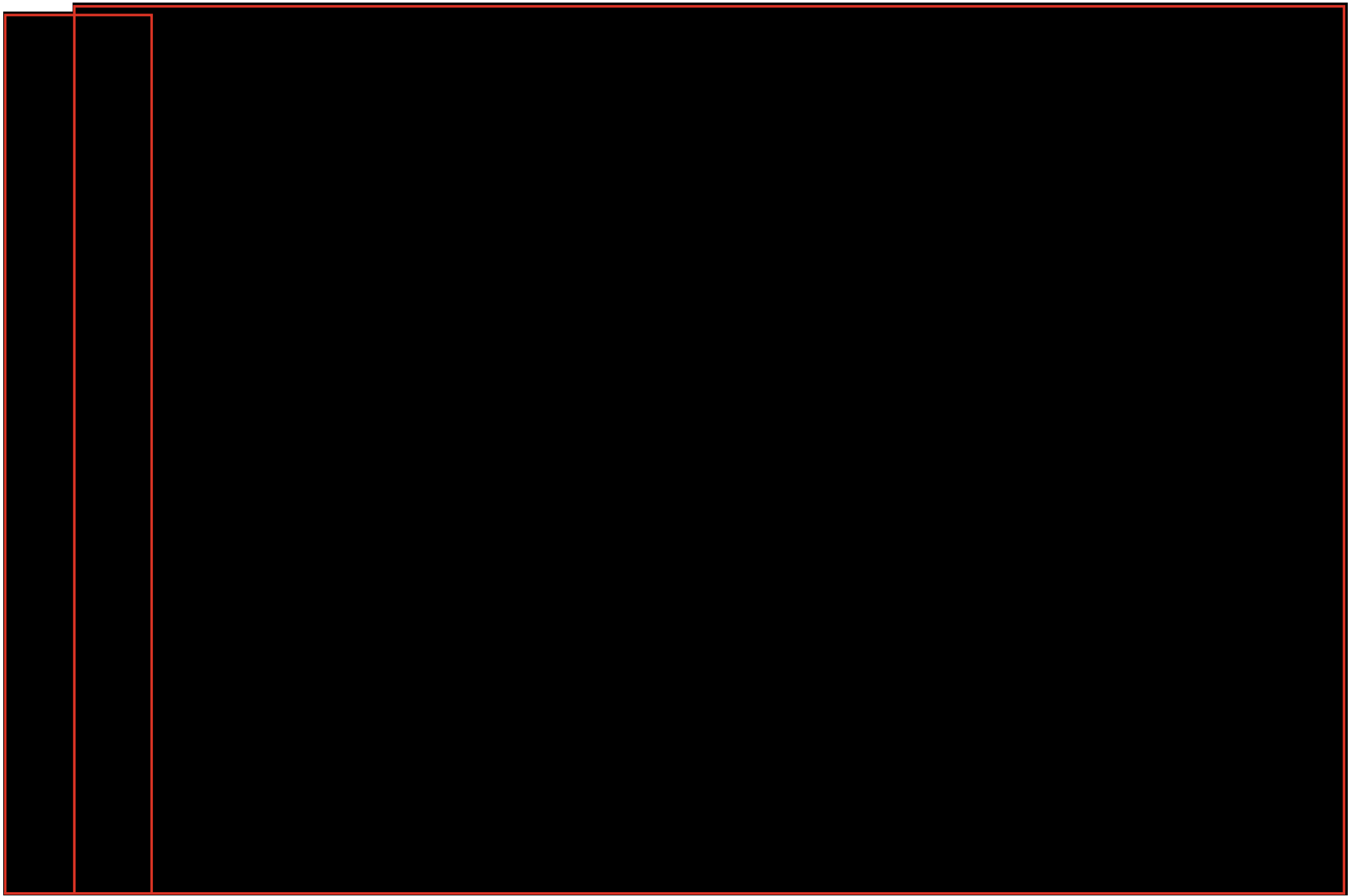

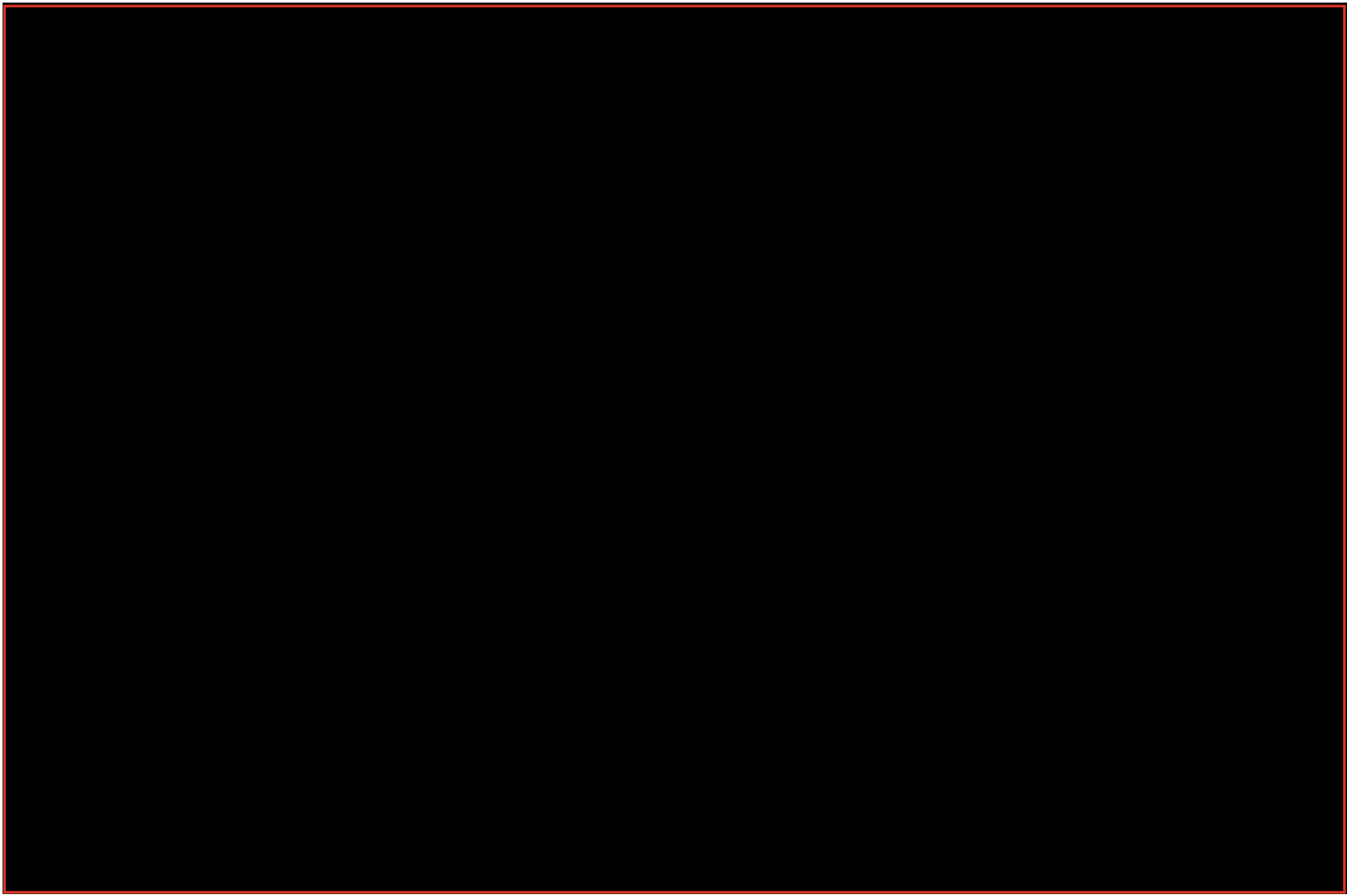









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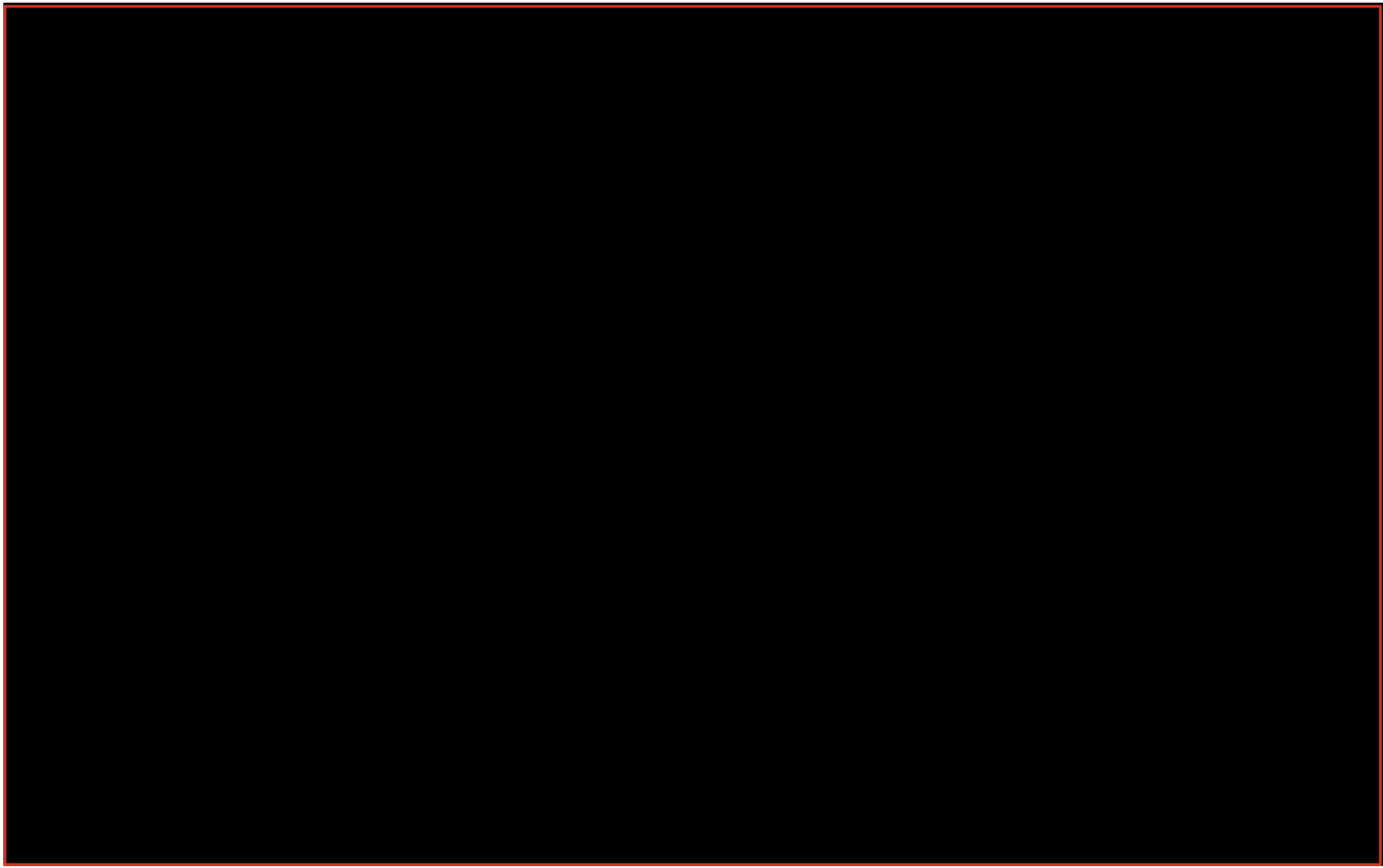

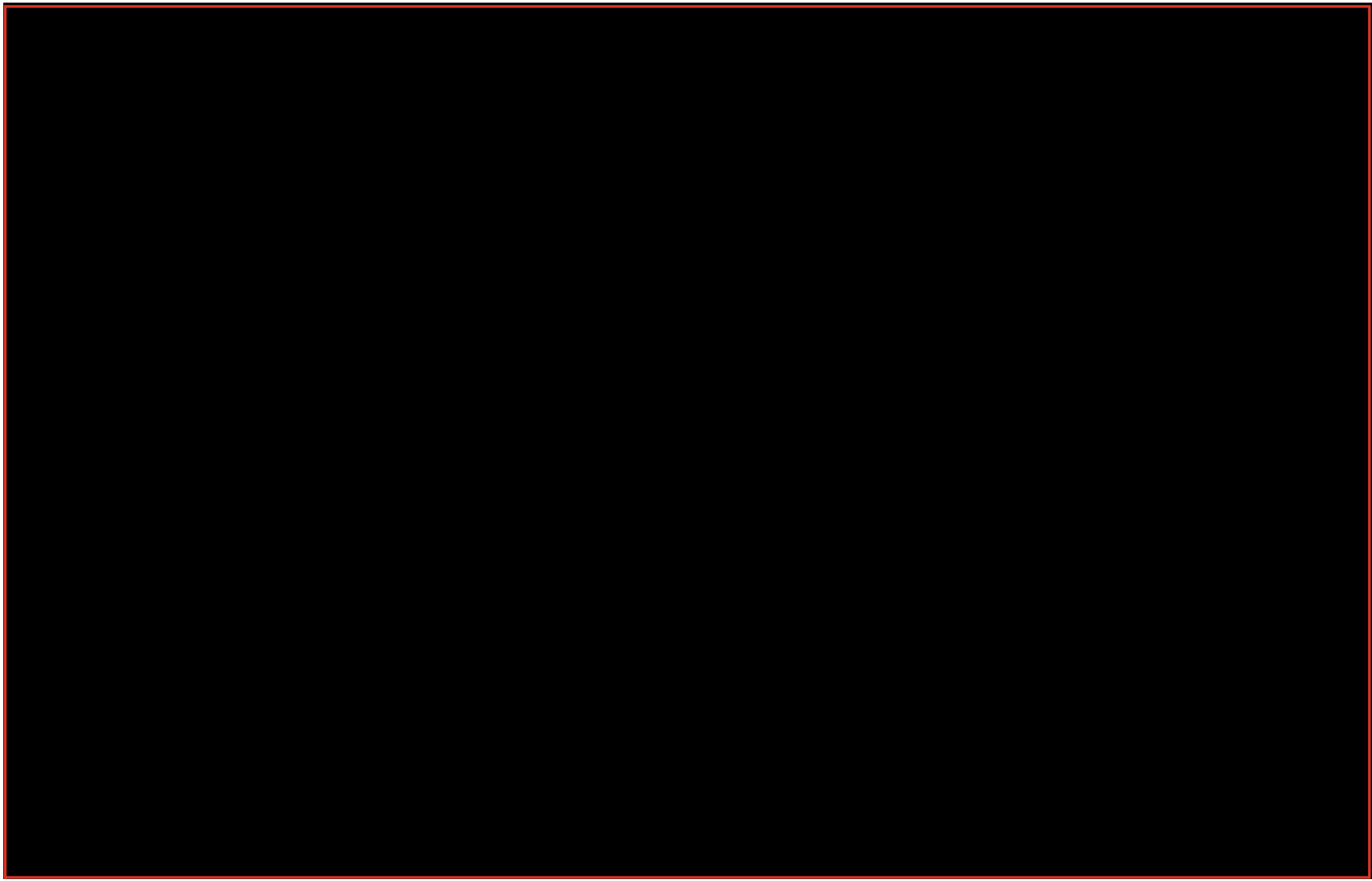





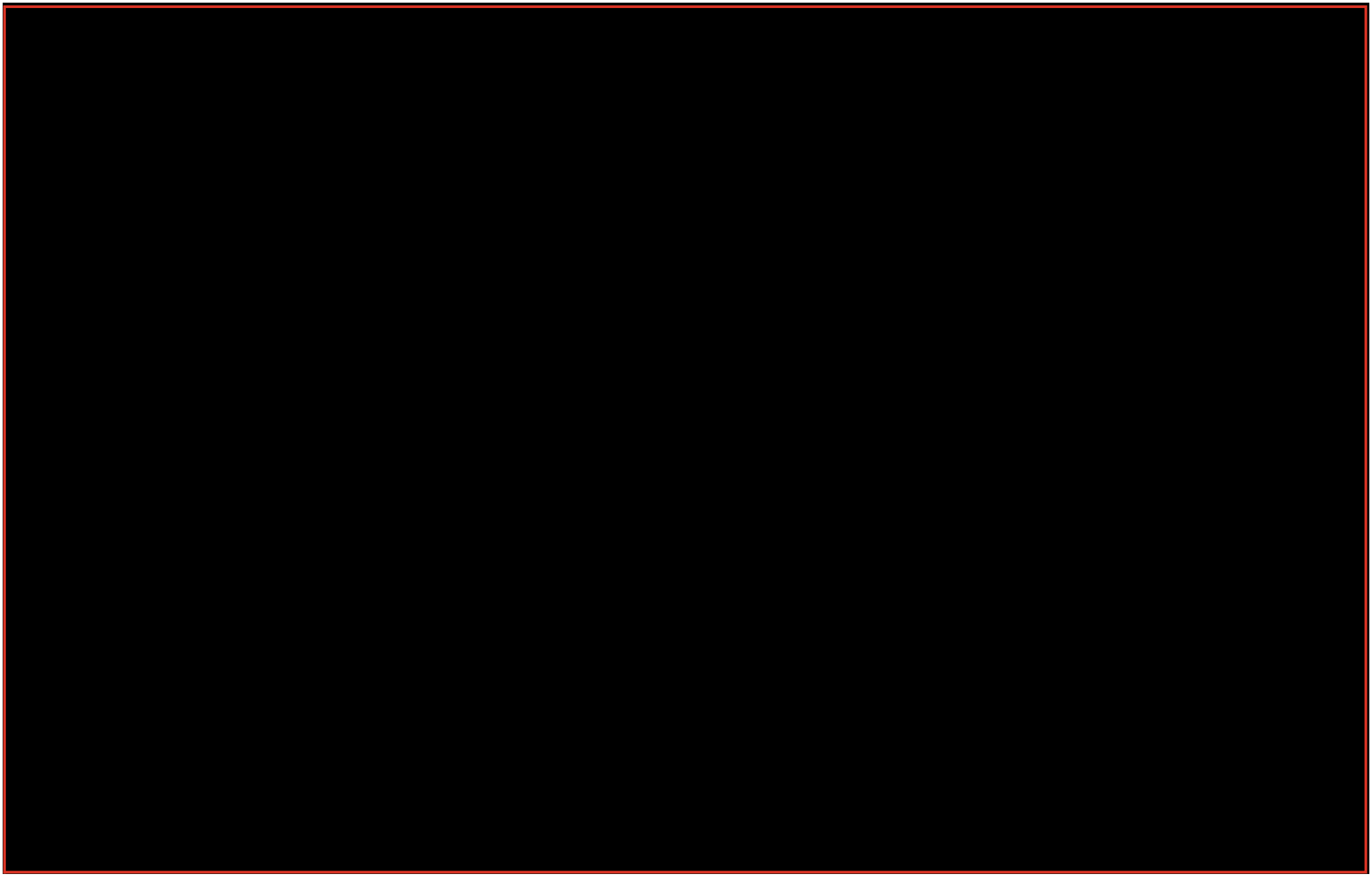



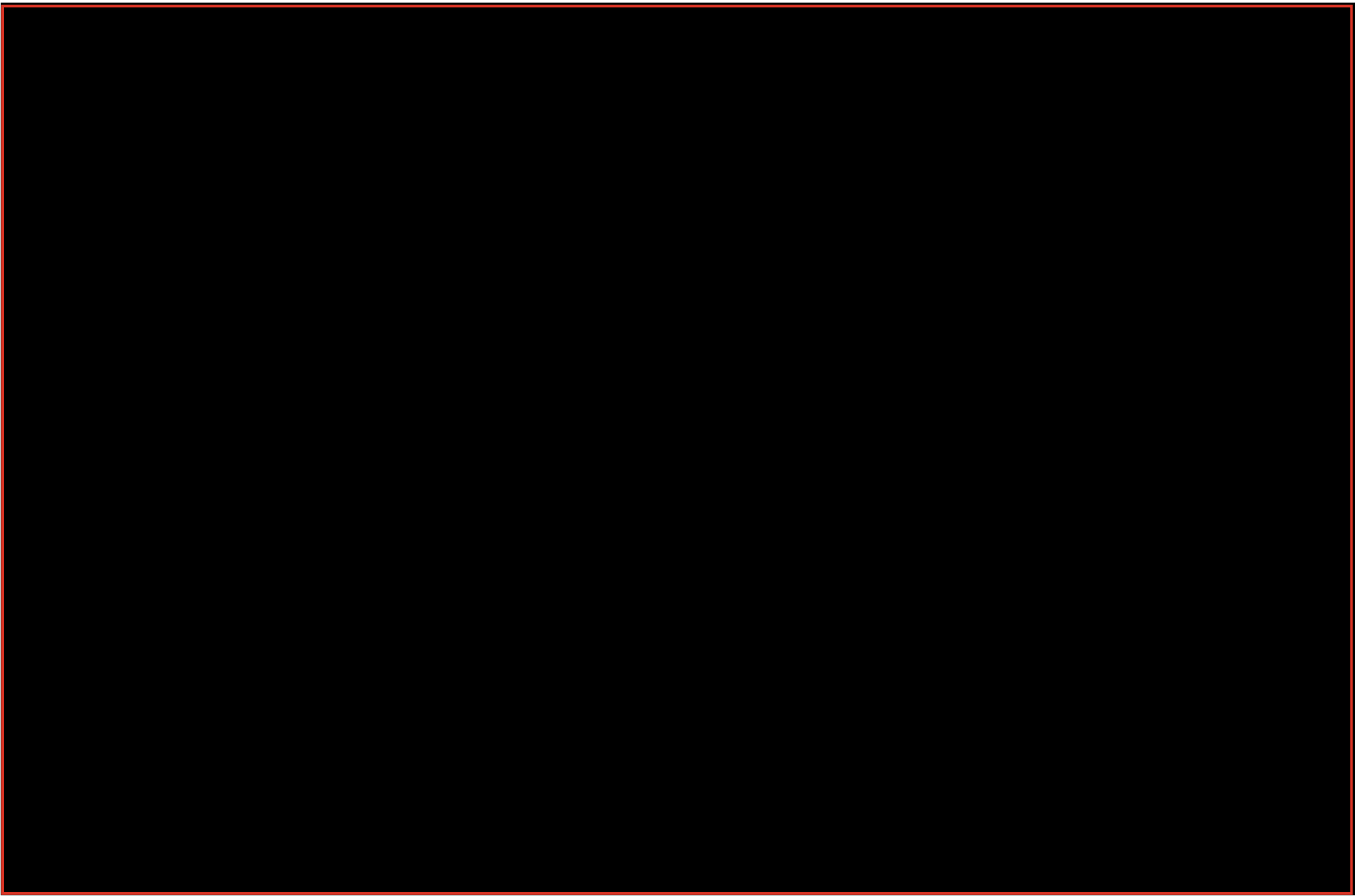

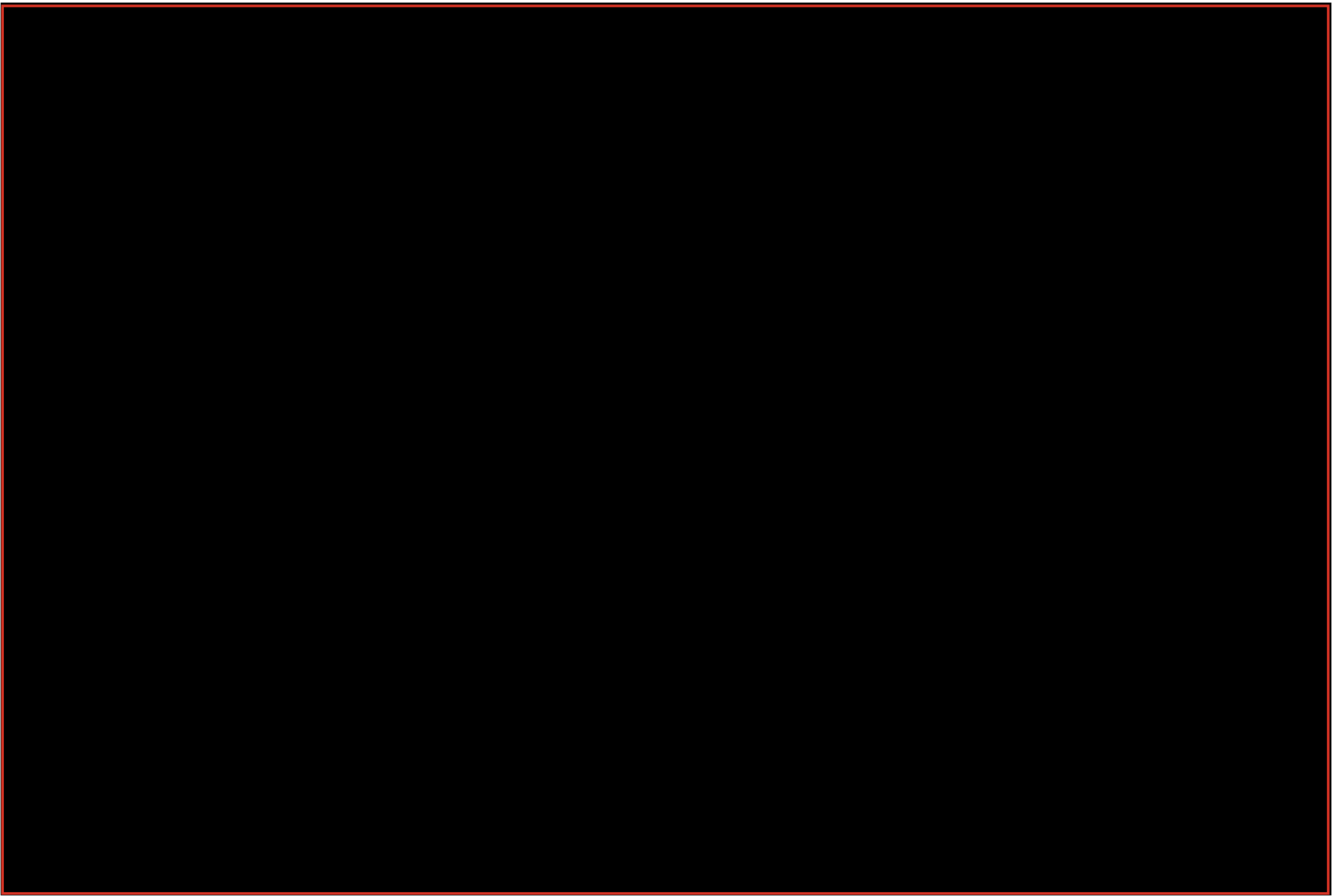

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SUPPLEMENTAL REPORTS

REALIZED AND UNREALIZED GAINS/(LOSSES)

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

14-JAN-26 00:24:47

INVESTMENT OPTION	BEGINNING MARKET VALUE	PURCHASES	SALES	COST OF SALES	REALIZED GAIN/(LOSS)	UNREALIZED GAIN/(LOSS)	ENDING MARKET VALUE
1ISARFI	2,239.07	2,946.05	2,649.16	2,547.47	101.69	168.32	2,805.97
1ISA35I	11,077.42	18,222.88	24,332.04	23,604.85	727.19	534.54	6,229.99
1ISA45I	50,144.03	35,313.80	43,091.38	44,323.52	(1,232.14)	6,113.06	47,247.37
1ISA55I	10,817.55	9,868.50	12,056.50	10,692.37	1,364.13	1,646.95	11,640.63
1ISC35I	10,293.01	6,025.98	133.11	132.14	0.97	1,364.23	17,551.08
1ISC45I	7,550.92	11,387.30	118.12	117.53	0.59	1,843.33	20,664.02
1ISC55I	0.00	1,103.08	896.40	835.44	60.96	22.41	290.05
1ISMRFI	1,149,007.53	130,502.70	122,377.45	118,411.38	3,966.07	112,619.39	1,273,718.24
1ISM35I	814,614.60	274,088.02	193,156.57	186,554.86	6,601.71	113,096.70	1,015,244.46
1ISM45I	851,624.82	276,938.55	105,087.21	99,979.69	5,107.52	168,891.98	1,197,475.66
1ISM55I	674,427.00	328,693.66	145,962.96	138,864.44	7,098.52	160,154.05	1,024,410.27
1ISM65I	82,919.73	80,116.41	72,914.78	69,749.45	3,165.33	13,856.13	107,142.82
1ISC65I	1,403.68	2,329.81	21.15	21.05	0.10	494.42	4,206.86
1ISA65I	92.60	7,838.34	6,733.04	6,810.40	(77.36)	121.58	1,242.12
1RNWGX	733.00	1,472.39	17.00	16.58	0.42	310.53	2,499.34
1BREAI1	2,548.52	1,737.21	38.70	36.24	2.46	986.01	5,235.50
1IEFCI1	8,111.30	9,082.59	5,001.02	5,025.68	(24.66)	1,660.61	13,828.82
1FSSNX	4,454.08	3,259.13	458.03	457.02	1.01	817.71	8,073.90
1SCGCI1	427.88	1,652.63	1,387.01	1,293.04	93.97	30.39	817.86
1SCVFI1	1,647.39	1,834.03	1,394.45	1,311.89	82.56	136.18	2,305.71
1FSMDX	6,860.18	7,592.88	511.60	503.96	7.64	964.99	14,914.09
1BREQI1	349,777.83	119,869.59	19,317.21	19,858.93	(541.72)	71,738.58	521,527.07
1LIIII1	17,077.74	11,611.20	2,143.85	1,913.93	229.92	3,150.30	29,925.31
1PTLVI1	28,193.71	17,989.08	6,053.65	5,648.66	404.99	7,024.61	47,558.74
1FXNAX	0.00	4,944.00	3,490.03	3,418.27	71.76	32.76	1,558.49
TOTALS	**4,086,043.59**	**1,366,419.81**	**769,342.42**	**742,128.79**	**27,213.63**	**667,779.76**	**5,378,114.37**

REALIZED AND UNREALIZED GAINS/(LOSSES)

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	BEGINNING MARKET VALUE	PURCHASES	SALES	COST OF SALES	REALIZED GAIN/(LOSS)	UNREALIZED GAIN/(LOSS)	ENDING MARKET VALUE

LEGEND

INVESTMENT OPTION:

1ISARFI	IndexSelect Growth Retirement Fund CL I	1ISA35I	IndexSelect Growth 2035 Fund CL I
1ISA45I	IndexSelect Growth 2045 Fund CL I	1ISA55I	IndexSelect Growth 2055 Fund CL I
1ISC35I	IndexSelect Conservative 2035 Fund CL I	1ISC45I	IndexSelect Conservative 2045 Fund CL I
1ISC55I	IndexSelect Conservative 2055 Fund CL I	1ISMRFI	IndexSelect Moderate Retire Fund CL I
1ISM35I	IndexSelect Moderate 2035 Fund CL I	1ISM45I	IndexSelect Moderate 2045 Fund CL I
1ISM55I	IndexSelect Moderate 2055 Fund CL I	1ISM65I	IndexSelect Moderate 2065 Fund CL I
1ISC65I	IndexSelect Conservative 2065 Fund I	1ISA65I	IndexSelect Growth 2065 Fund CL I
1RNWGX	American Funds New World R6	1BREAI1	BlackRock EAFE Equity Index 1
1IEFCI1	International Equity Fund Fee Class I1	1FSSNX	Fidelity Small Cap Index
1SCGCI1	Small Cap Growth Fund II Fee Class I1	1SCVFI1	Small Cap Value Fund III CL I1
1FSMDX	Fidelity Mid Cap Index	1BREQI1	BlackRock Equity Index 1
1LIIII1	Large Cap Growth Fund III Fee Class I1	1PTLVI1	Large Cap Value I1
1FXNAX	Fidelity US Bond Index		

BEGINNING MARKET VALUE: The original value of the assets in each investment option as of the last day of the previous period
PURCHASES: Cost of purchases during the current period in each investment option
SALES: Sum of proceeds from sales during the current period in each investment option
COST OF SALES: Aggregate carry amount. Represents prior period market value and/or cost of purchases made during the current period
REALIZED GAIN/(LOSS): The activity amount minus the cost of the sales during the current period in each investment option
UNREALIZED GAIN/(LOSS): The current value of the asset minus the original cost in each investment option
ENDING MARKET VALUE: The value of all assets in each investment option as of the last day of the reporting period

ASSETS ACQUIRED AND DISPOSED OF IN PLAN YEAR

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	MATURITY DATE	INTEREST RATE	COST OF ACQUISITION	PROCEEDS FROM DISPOSITIONS
1GWAQ35		1.450	0.00	509.67

NOTE: Labor regulations Section 2520.103-11(b)(2) excludes participation in insurance company pooled separate accounts from definition of "Assets Held for Investment Purposes" if the assets were not held on the last day of the plan year. Therfore all variable funds are excluded from this report.

LEGEND

INVESTMENT OPTION:
1GWAQ35 EI Fixed Account - Series Class I

COST OF ACQUISITIONS: The cost of the asset when acquired.
PROCEEDS FROM DISPOSITIONS: Amounts distributed from the investment option within the plan year.

SCHEDULE OF ASSETS (HELD AT END OF YEAR)

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	MATURITY DATE	INTEREST RATE	COST OF ASSETS	CURRENT VALUE
1ISARFI			2,634.37	2,805.97
1ISA35I			5,682.48	6,229.99
1ISA45I			40,047.23	47,247.37
1ISA55I			9,400.66	11,640.63
1ISC35I			15,820.26	17,551.08
1ISC45I			18,680.69	20,664.02
1ISC55I			267.65	290.05
1ISMRFI			1,174,045.26	1,273,718.24
1ISM35I			842,329.94	1,015,244.46
1ISM45I			934,603.78	1,197,475.66
1ISM55I			824,217.46	1,024,410.27
1ISM65I			93,459.04	107,142.82
1ISC65I			3,735.73	4,206.86
1ISA65I			1,123.11	1,242.12
1RNWGX			2,193.69	2,499.34
1BREAI1			4,181.97	5,235.50
1IEFCI1			11,479.64	13,828.82
1FSSNX			6,825.99	8,073.90
1SCGCI1			781.54	817.86
1SCVFI1			2,213.43	2,305.71
1FSMDX			13,286.14	14,914.09
1BREQI1			392,990.34	521,527.07
1LIIII1			24,424.49	29,925.31
1PTLVI1			38,861.60	47,558.74
1FXNAX			1,525.73	1,558.49
1GWAQ35		1.450	16,708.15	17,263.36
			4,481,520.37	**5,395,377.73**
PARTICIPANT LOANS	VARIOUS	5.250-9.500	82,884.06	82,930.63
FORFEITURES			380.33	406.61

Attachment to Form 5500, Schedule H, Part 4, Item I
EIN # 20-5070889

SCHEDULE OF ASSETS (HELD AT END OF YEAR)

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	MATURITY DATE	INTEREST RATE	COST OF ASSETS	CURRENT VALUE

LEGEND

INVESTMENT OPTION:

1ISARFI	IndexSelect Growth Retirement Fund CL I	1ISA35I	IndexSelect Growth 2035 Fund CL I
1ISA45I	IndexSelect Growth 2045 Fund CL I	1ISA55I	IndexSelect Growth 2055 Fund CL I
1ISC35I	IndexSelect Conservative 2035 Fund CL I	1ISC45I	IndexSelect Conservative 2045 Fund CL I
1ISC55I	IndexSelect Conservative 2055 Fund CL I	1ISMRFI	IndexSelect Moderate Retire Fund CL I
1ISM35I	IndexSelect Moderate 2035 Fund CL I	1ISM45I	IndexSelect Moderate 2045 Fund CL I
1ISM55I	IndexSelect Moderate 2055 Fund CL I	1ISM65I	IndexSelect Moderate 2065 Fund CL I
1ISC65I	IndexSelect Conservative 2065 Fund I	1ISA65I	IndexSelect Growth 2065 Fund CL I
1RNWGX	American Funds New World R6	1BREAI1	BlackRock EAFE Equity Index 1
1IEFCI1	International Equity Fund Fee Class I1	1FSSNX	Fidelity Small Cap Index
1SCGCI1	Small Cap Growth Fund II Fee Class I1	1SCVFI1	Small Cap Value Fund III CL I1
1FSMDX	Fidelity Mid Cap Index	1BREQI1	BlackRock Equity Index 1
1LIIII1	Large Cap Growth Fund III Fee Class I1	1PTLVI1	Large Cap Value I1
1FXNAX	Fidelity US Bond Index	1GWAQ35	EI Fixed Account - Series Class I

COST OF ASSETS: The original cost of the assets in each investment option as of the last day of the plan year
CURRENT VALUE: The value of all assets in each investment option as of the last day of the plan year

TRANSACTIONS FOR REVIEW (5% REPORTABLE)

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

INVESTMENT OPTION	PURCHASE AMOUNT	PURCHASE UNITS/SHARES	PURCHASE COUNT	SALES AMOUNT	SALES UNITS/SHARES	SALES COUNT	COST OF SALES	TRANSACTION DATE
3GWAQ35	139.55	0.000000	2	(7,692.02)	0.000000	1	(7,692.02)	SERIES
4GWAQ35	0.00	0.000000	0	0.00	0.000000	16	0.00	SERIES
1ISARFI	2,946.05	181.186258	79	(2,649.16)	(163.745762)	20	(2,472.44)	SERIES
1ISA35I	18,222.88	874.532553	129	(24,332.04)	(1,171.038498)	77	(23,274.94)	SERIES
1ISA45I	35,313.80	1,555.744046	240	(43,091.38)	(2,088.095574)	91	(41,059.79)	SERIES
1ISA55I	9,868.50	432.035163	117	(12,056.50)	(492.714353)	50	(10,313.41)	SERIES
1ISC35I	6,025.98	367.937516	30	(133.11)	(8.545990)	15	(127.79)	SERIES
1ISC45I	11,387.30	588.560040	55	(118.12)	(6.446960)	20	(115.99)	SERIES
1ISC55I	1,103.08	49.405168	6	(896.40)	(37.330474)	5	(835.44)	SERIES
1ISMRFI	130,502.70	8,682.134751	522	(122,377.45)	(8,132.571668)	457	(119,339.64)	SERIES
1ISM35I	274,088.02	14,337.806778	1504	(193,156.57)	(10,255.164371)	1053	(180,187.32)	SERIES
1ISM45I	276,938.55	12,600.838689	2101	(105,087.21)	(4,782.744470)	1101	(95,989.08)	SERIES
1ISM55I	328,693.66	14,346.321580	1451	(145,962.96)	(6,341.872731)	1201	(135,057.44)	SERIES
1ISM65I	80,116.41	4,847.588841	254	(72,914.78)	(4,510.919903)	369	(69,901.66)	SERIES
1ISC65I	2,329.81	137.917003	35	(21.15)	(1.394084)	20	(21.35)	SERIES
1ISA65I	7,838.34	572.698019	50	(6,733.04)	(501.072424)	9	(6,810.42)	SERIES
1RNWGX	1,472.39	17.513726	34	(17.00)	(0.211289)	14	(16.63)	SERIES
1BREAI1	1,737.21	10.662300	27	(38.70)	(0.259740)	10	(35.42)	SERIES
1IEFCI1	9,082.59	664.510801	42	(5,001.02)	(361.242987)	22	(5,017.67)	SERIES
1FSSNX	3,259.13	117.539892	53	(458.03)	(17.415440)	16	(452.01)	SERIES
1SCGCI1	1,652.63	138.886649	91	(1,387.01)	(110.077851)	21	(1,288.38)	SERIES
1SCVFI1	1,834.03	122.208691	92	(1,394.45)	(88.293066)	36	(1,306.97)	SERIES
1FSMDX	7,592.88	215.717373	117	(511.60)	(15.013962)	36	(496.20)	SERIES
1BREQI1	119,869.59	134.584716	362	(19,317.21)	(23.334006)	197	(19,140.29)	SERIES
1LIIII1	11,611.20	746.778949	74	(2,143.85)	(128.737498)	27	(1,809.24)	SERIES
1PTLVI1	17,989.08	772.117262	234	(6,053.65)	(252.481924)	92	(5,508.30)	SERIES
1FXNAX	4,944.00	477.764235	39	(3,490.03)	(330.180344)	7	(3,418.27)	SERIES
1GWAQ35	0.00	0.000000	0	(509.67)	0.000000	1060	(509.67)	SERIES

LEGEND

INVESTMENT OPTION:

3GWAQ35	EI Fixed Account - Series Class I
1ISARFI	IndexSelect Growth Retirement Fund CL I
1ISA45I	IndexSelect Growth 2045 Fund CL I
1ISC35I	IndexSelect Conservative 2035 Fund CL I
1ISC55I	IndexSelect Conservative 2055 Fund CL I
1ISM35I	IndexSelect Moderate 2035 Fund CL I
1ISM55I	IndexSelect Moderate 2055 Fund CL I
1ISC65I	IndexSelect Conservative 2065 Fund I
1RNWGX	American Funds New World R6
1IEFCI1	International Equity Fund Fee Class I1
1SCGCI1	Small Cap Growth Fund II Fee Class I1
1FSMDX	Fidelity Mid Cap Index
1LIIII1	Large Cap Growth Fund III Fee Class I1
1FXNAX	Fidelity US Bond Index
4GWAQ35	EI Fixed Account - Series Class I
1ISA35I	IndexSelect Growth 2035 Fund CL I
1ISA55I	IndexSelect Growth 2055 Fund CL I
1ISC45I	IndexSelect Conservative 2045 Fund CL I
1ISMRFI	IndexSelect Moderate Retire Fund CL I
1ISM45I	IndexSelect Moderate 2045 Fund CL I
1ISM65I	IndexSelect Moderate 2065 Fund CL I
1ISA65I	IndexSelect Growth 2065 Fund CL I
1BREAI1	BlackRock EAFE Equity Index 1
1FSSNX	Fidelity Small Cap Index
1SCVFI1	Small Cap Value Fund III CL I1
1BREQI1	BlackRock Equity Index 1
1PTLVI1	Large Cap Value I1
1GWAQ35	EI Fixed Account - Series Class I

INFORMATION FOR COMPLETING FORM 5500 SCHEDULE A

GA

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

14-JAN-26 00:24:48

The following information is to assist you in completing the Schedule A for fiscal plan year beginning January 1, 2025 and ending December 31, 2025.
This is supplemental information provided for plans that are required by the IRS to file Form 5500 and the associated schedules.

A	Name of plan:	VTrips 401(k) Plan
B	Three-digit plan number:	002
C	Plan sponsor's name:	Vacation Rental Pros Property Management, LLC
D	Employer Identification Number:	20-5070889

Part I

1(a)	Name of insurance carrier:	Empower Annuity Insurance Company of America
1(b)	EIN:	84-0467907
1(c)	NAIC Code:	68322
1(d)	Contract or Identification Number:	519503-01
1(e)	Approximate number of persons covered at end of policy or contract year:	111
1(f & g)	Policy or contract year from January 1, 2025 to December 31, 2025	
2	Amount of commissions paid: Fees paid/Amount:	0.00
3(a)	Name and Address of the Agents, and Brokers or other persons to whom commissions or fees were paid:	
3(b)	Amount of commissions paid:	
3(c)	Amount:	
3(d)	Purpose:	
3(e)	Organization Code:	

Part II

4	Current value of plan's interest under this contract in the general account at year end:	17,669.97
5	Current value of plan's interest under this contract in separate accounts at year end:	.00
7a(4)	Type of contract:	Group Annuity Contract
7b	Balance at the end of the previous year:	25,414.87
7c(1)	Contributions deposited during the year:	.00
7c(2)	Dividends and credits:	.00
7c(3)	Interest credited during the year:	317.24
7c(4)	Transferred from separate account:	.00
7c(5)	Other (specify) > Forfeitures:	139.55
7c(6)	Total additions:	456.79
7d	Total of balance and additions:	25,871.66
7e(1)	Disbursed from fund to pay benefits or purchase annuities during the year:	302.13
7e(2)	Administration charge made by carrier:	207.54
7e(3)	Transferred to separate account:	7,692.02
7e(4)	Other (specify) >	.00
7e(5)	Total deductions:	8,201.69
7f	Balance at the end of the current year:	17,669.97

INFORMATION FOR COMPLETING FORM 5500 SCHEDULE C

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

The following information is to assist you in completing the Schedule C for fiscal plan year beginning January 1, 2025 and ending December 31, 2025 for service providers receiving direct and/or indirect fee compensation. This supplemental information is provided for large plans that are required to file Form 5500 Schedule H.

Information for completing lines 2(a) thru 2(h)

SERVICE PROVIDING COMPANY	SERVICE CODE(S)	RELATIONSHIP TO EMPLOYER	DOLLAR AMOUNT OF DIRECT COMPENSATION	PROVIDER RECEIVED INDIRECT COMPENSATION	INDIRECT COMPENSATION INCLUDES ELIGIBLE INDIRECT	TOTAL INDIRECT COMPENSATION EXCLUDING EIC	SERVICE PROVIDER PROVIDED A FORMULA INSTEAD OF A DOLLAR AMOUNT	EIC* ONLY
Empower Annuity Insurance Company of America 8515 East Orchard Road Greenwood Village CO 80111	64	Recordkeeper	25,234.54	Yes	Yes	.00	Yes	No
THE ACTUARIAL CONSULTING GROUP 1640 HUGUENOT RD MIDLOTHIAN VA MIDLOTHIAN VA 23113	13	Contract Admin	25,058.95	No	No	.00	No	No
WEALTHSPIRE RETIREMENT ADVISORY 120 VANTIS STE 400 ALISO VIEJO CA ALISO VIEJO CA 92656-2689	27, 13	Contract Admin	16,280.97	No	No	.00	No	No

*If a service provider did not receive direct compensation and all indirect compensation satisfies the requirements as Eligible Indirect Compensation (EIC), then the limited reporting as described in line one of the Schedule C may apply.

The annual plan summary may reflect additional direct compensation transaction(s) paid to outside service provider(s).

INFORMATION FOR COMPLETING FORM 5500 SCHEDULE C

VTrips 401(k) Plan

01-JAN-25 to 31-DEC-25

The following information is to assist you in completing the Schedule C for fiscal plan year beginning January 1, 2025 and ending December 31, 2025 for service providers receiving direct and/or indirect fee compensation. This supplemental information is provided for large plans that are required to file Form 5500 Schedule H.

Information for completing lines 3(a) thru 3(e)

SERVICE PROVIDER	SOURCE OF INDIRECT COMPENSATION	SERVICE CODE(S)	DOLLAR AMOUNT OF INDIRECT COMPENSATION	DESCRIPTION OF INDIRECT COMPENSATION

*If a service provider did not receive direct compensation and all indirect compensation satisfies the requirements as Eligible Indirect Compensation (EIC), then the limited reporting as described in line one of the Schedule C may apply.

The following information is to assist you in completing the Schedule D for fiscal plan year beginning January 1, 2025 and ending December 31, 2025.
This is supplemental information provided for plans that are required by the IRS to file Form 5500 and the associated schedules.

A	Name of plan:	VTrips 401(k) Plan
B	Three-digit plan number:	
C	Plan sponsor's name:	Vacation Rental Pros Property Management, LLC
D	Employer Identification Number:	20-5070889

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	Small Cap Value Fund III CL I1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-7289846-001
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	2,305.71

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Moderate 2045 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4470950-308
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	1,197,475.66

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Conservative 2035 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4515825-312
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	17,551.08

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Growth 2045 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4403657-303
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	47,247.37

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Growth Retirement Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4374798-300
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	2,805.97

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	Large Cap Growth Fund III Fee Class I1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-7275327-001

The following information is to assist you in completing the Schedule D for fiscal plan year beginning January 1, 2025 and ending December 31, 2025.
This is supplemental information provided for plans that are required by the IRS to file Form 5500 and the associated schedules.

(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	29,925.31

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Conservative 2055 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4543855-314
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	290.05

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	BlackRock Equity Index 1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	20-3802168-001
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	521,527.07

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	International Equity Fund Fee Class I1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-4139853
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	13,828.82

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	Small Cap Growth Fund II Fee Class I1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-4126288-592
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	817.86

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Conservative 2065 Fund I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-7275307-776
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	4,206.86

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Growth 2065 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-7275305-774
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	1,242.12

Part I

The following information is to assist you in completing the Schedule D for fiscal plan year beginning January 1, 2025 and ending December 31, 2025.
This is supplemental information provided for plans that are required by the IRS to file Form 5500 and the associated schedules.

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Moderate 2035 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4457845-307
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	1,015,244.46

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Growth 2035 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4393238-302
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	6,229.99

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Moderate 2055 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4484368-309
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	1,024,410.27

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Growth 2055 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4418048-304
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	11,640.63

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	BlackRock EAFE Equity Index 1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	20-3802495-007
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	5,235.50

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Moderate Retire Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4430771-305
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	1,273,718.24

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Moderate 2065 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-7275306-775

The following information is to assist you in completing the Schedule D for fiscal plan year beginning January 1, 2025 and ending December 31, 2025.
This is supplemental information provided for plans that are required by the IRS to file Form 5500 and the associated schedules.

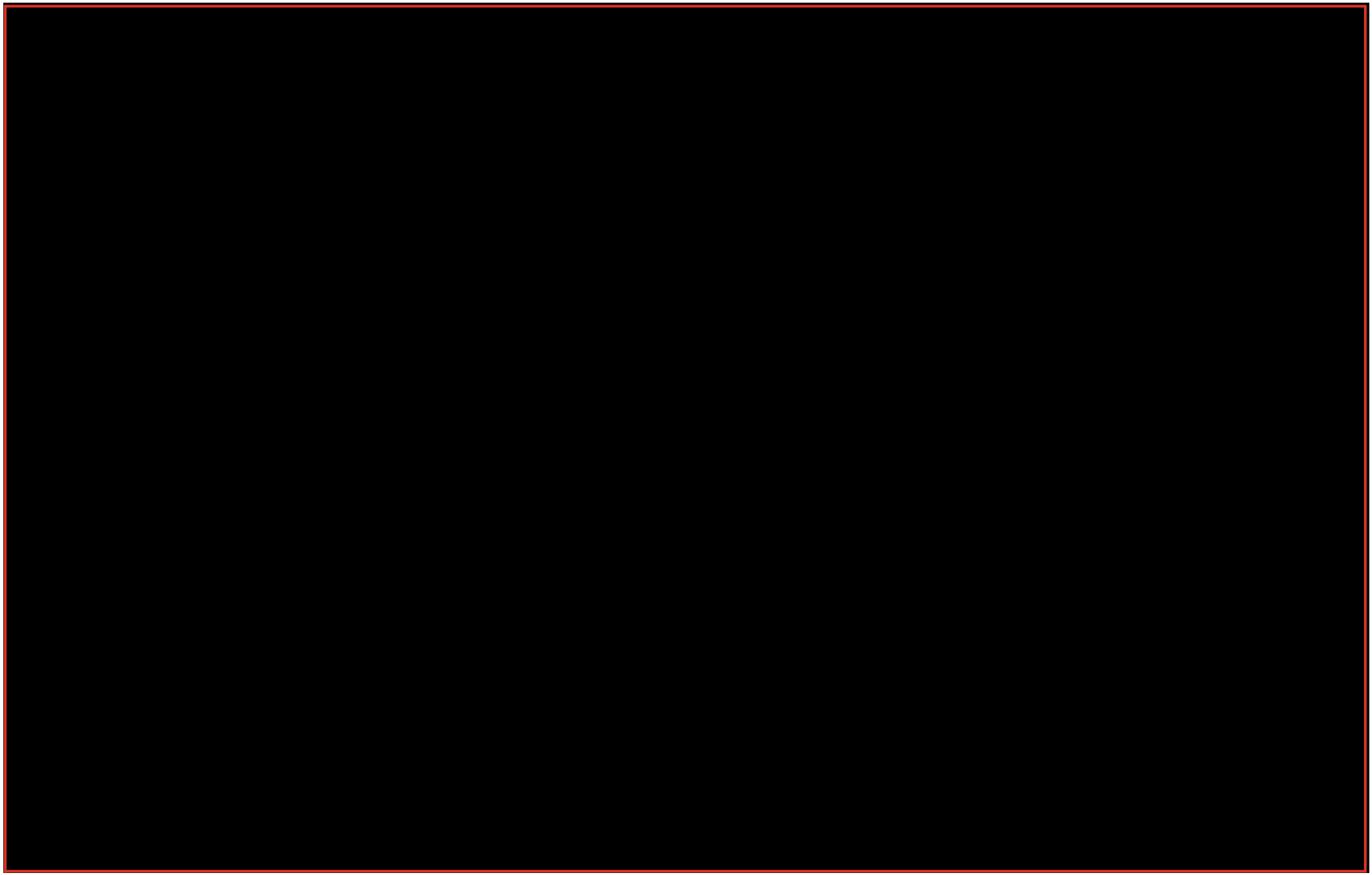
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	107,142.82

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	Large Cap Value I1
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	38-4065329-426
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	47,558.74

Part I

(a)	Name of MTIA, CCT, PSA, or 103-121E:	IndexSelect Conservative 2045 Fund CL I
(b)	Name of sponsor or entity listed in (a):	Great Gray
(c)	EIN-PN:	81-4532033-313
(d)	Entity code:	C
(e)	Dollar value of interest in MTIA, CCT, PSA, or 103-121E at end of year:	20,664.02



Compliance Services

Census Upload

Period begin date: 01/01/2025

Period end date: 12/31/2025

File name: census.txt

Uploaded by: Kim Barone

Number of lines in the file: 929

Number of errors: 0

Number of warnings: 0

Completed by: Kim Barone

Completion date: 01/30/2026

Your census file has been submitted to Compliance Services for year-end testing. Any accepted warnings on the data you submitted are listed below. If you need to submit another census for this period, please contact client services. Please note, there may be additional fees incurred if we have started testing.

Please fix all errors in your file and upload a revised file.

⚠ Warnings will not prevent your file from being processed.

File View All

Line No	Name SSN Error/Warning
No errors and warnings are present in this file	

Top Heavy Summary

Please review the Top Heavy summary on the following page. If the total value of the key employees' account balances exceeds 60% of the total value of account balances for all participants, the plan is considered Top Heavy for the upcoming plan year. If the plan is considered top heavy, generally a minimum contribution will need to be made for all non-key participants in the plan. This contribution will be the lesser of 3% of gross compensation for each non-key participant or a percentage equal to the highest key participant's contribution percentage for that plan year. If no key employees benefit in the Top Heavy plan year, a contribution will not be required.

If required, we will calculate the Top Heavy Contribution as part of next year's testing process using the census information provided. The Top Heavy vesting schedule outlined in your plan document will also need to be applied.

While completing the remaining testing required for the current plan year we will review the prior year Top Heavy test results to determine if a minimum contribution is required for this plan year. If necessary, we will calculate the required top heavy minimum allocation for your plan and include a file for you to review and process.

If your plan is a Safe Harbor plan, Top Heavy is deemed to be satisfied. However, if an additional employer contribution or forfeiture reallocation is made the plan will typically become subject to Top Heavy testing.

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VTrips 401(k) Plan

Top Heavy Summary
Determination Date: December 31, 2025

	Investment Fund Balance	Key Employees	Non-Key Employees
Sub-total	4,517,597.96	1,008,422.91	3,509,175.05
Count		1	353
Distributions			
Current Year	315,874.00	0.00	315,874.00
Sub-total	**315,874.00**		**315,874.00**
Total	**4,833,471.96**	**1,008,422.91**	**3,825,049.05**

Balancing Top Heavy Report	
Total Participant Balance (including loans)	5,481,216.84
Plus Distributions (Current and Prior Years)	315,874.00
Less Term > 1 Year Employee Balance	273,953.38
Less Former Key Employee Balance	0.00
Less Rollover Source Employee Balance	689,665.50
Total	**4,833,471.96**

The total value of the key employees' account balances is 20.86% of the total value of account balances for all participants.

If the total of all the key employees' account balances is greater than 60% of the total account balances for all participants the plan is top heavy.

The determination of key employees is based on the census and ownership information that was provided for testing purposes. If changes are made to this information, Top Heavy testing may need to be revised.

The Top Heavy test is only for the above-referenced plan. The validity of Top Heavy test performed may be affected if the employer maintains another plan to which another service provider provides testing services and/or the employer is a member of a controlled group or affiliated service group and the employer has not provided the requisite information to be taken into account in the testing process. Please consult with your tax or legal advisor should you have questions in this regard.

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VTrips 401(k) Plan

For the Period Ending 12/31/2025

HCE/Key Employee Determination



Plan Name: VTrips 401(k) Plan
Plan Number: 519503-01
Plan Year Ending: December 31, 2025

Each year qualified plans subject to the Employee Retirement Income Security Act of 1974 (ERISA) are required to report certain financial and operational information to the U.S. Department of Labor (DOL), to the Internal Revenue Service (IRS) and to Plan Participants. We have prepared the following items for you in order to comply with these requirements:

Report	Action Required	Deadline
Form 5500 E-File	Electronically File with DOL	10/15/2026
Summary Annual Report	Distribute to eligible employees	12/15/2026

To avoid penalties to the DOL, you must ensure the above items are filed by their applicable deadline.

Form 5500 E-File

The following forms are available for your review:

Form 5558 - Extension of Time to File Certain Employee Plan Returns
Form 5500 - Annual Return/Report of Employee Benefit Plan
Schedule A - Insurance Information
Schedule C - Service Provider Information
Schedule D - DFE/Participating Plan Information
Schedule H - Financial Information with attachment: Assets Held for Investment Purposes
Schedule R - Retirement Plan Information
Form 8955-SSA - Annual Registration Statement Identifying Separated Participants with Deferred Vested Benefits

Instructions for filing Form 5500 and Related Schedules

You must file your Form 5500 and Related Schedules and Assets Held Report electronically through the ERISA Filing Acceptance System (EFAST2). Your signature as the Plan Sponsor and/or Plan Administrator will be required and is signed electronically using your Electronic Signature Credentials. Each authorized person responsible for signing your Form 5500 must apply for credentials. Instructions for obtaining credentials can be found on the Plan Service Center in the Form 5500 User Guide located within the Compliance User Guide, *Obtaining Credentials* section.

- For specific instructions on how to file your Form 5500 electronically, please refer to the *Electronic Filing Instructions* within the *Compliance User Guide* provided on the 'Compliance' menu of the Plan Service Center website.
- For additional information on filing your Form 5500 and Related Schedules, review the Video Demonstrations also located under the 'Compliance' menu. You will need an updated version of Adobe Flash Player to view the Video Demonstration.
- Review the Form 5500 and Related Schedules to ensure information is complete and accurate.
- For additional information on your Schedule H, please see the 'Supplemental Schedule H Report'. This report is located on the PSC under the *Form 5500 Information* section.
- Attach any applicable reports to your Form 5500 filing as indicated in the *Electronic Filing Instructions.*
- The Plan Sponsor and/or Plan Administrator authorized to sign on behalf of the plan will need to sign and date their filing by entering their Signature Credentials.
- Electronically submit your filing to the DOL. Once you have received an 'Accepted' status, your filing will be considered completed and filed with the DOL. For information on any other status received, please refer to the Compliance User Guide or contact your Compliance Analyst.
- Print, sign, and date a paper copy to retain for your records.

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Bonding

In reviewing your plan, we have found that the fidelity bond you currently have in place will not be adequate for the next 5500 filing based on your plan assets at the end of this plan year. The amount of the bond must be a minimum of 10% of the plan assets, but not less than $1,000 and need not be larger than $500,000. If your plan has employer stock, the maximum bond is $1,000,000. We recommend that you review the amount of your fidelity bond at the beginning of each year to ensure adequate coverage.

Audit Required

After review of your plan, we find that an audit by an independent certified public accountant may be required for your plan. Typically, an audit is required for any plan that has 100 or more employees with account balances as of the beginning of the plan year and files a Form 5500. Effective with plan years January 1, 2023, or later, the DOL has changed the methodology for the beginning participant count, it now includes participants with an account balance as of the beginning of the plan year. This audit is required to be attached to your Form 5500-Annual Return when filed with the DOL. If you have not done so, please select an auditor and schedule your audit as soon as possible to ensure your Form 5500-Annual Return will be filed in a timely manner.

You will also need to have an audit package sent to your auditors. Audit Packages are requested through the PSC site. Please go to the Plan tab where the fiduciary documents are located, click on the Plan Audit Request option and then follow the completion instructions. The secure URL containing the audit file will be sent to the email address(es) you provide through the PSC request. The email address containing the secure URL will be delivered from planaudit_no_reply@retirementpartner.com. **Failure to attach and file your Accountants Opinion Report with your Form 5500 could result in penalties of up to $50,000.**

Before attaching your Accountants Opinion, please see the below requirements to avoid a filing rejection and/or DOL communication:

- Ensure all pages of your Accountants Opinion are aligned the same way (portrait or landscape).
- Needs to be in PDF format.
- Needs to be on your Accountant's letterhead (address included) and signed by your Accountant.
- Cannot be password protected, encrypted or be in a 'secured' status.

If your auditor recommends any changes be made to the Schedule H, you can provide this information in writing via fax or email to your Compliance Analyst.

Terminated Accountant

You have indicated on the Year End Questionnaire that there has been a change in the appointment of the Accountant responsible for the audit of your Plan. If there has been a termination in the appointment of your Accountant, a Schedule C must be filed with your Form 5500.

You must provide the terminated Accountant with a copy of the explanation for the termination provided in Part III of the Schedule C, with a completed copy of the "Notice to Terminated Accountant or Enrolled Actuary" (attached for your completion).

Form 8955-SSA

Due to the final regulations issued by the IRS, we will be electronically filing the Form 8955-SSA on your behalf. Please review the Form 8955-SSA as soon as possible. If you have any questions or changes to your 2025 Form 8955-SSA, please contact your Compliance Analyst.

Instructions for Summary Annual Report

The Summary Annual Report (SAR) is compiled using information found on the 5500 filing and provides a brief description of your plan's annual summary. The SAR must be distributed to all eligible plan participants and beneficiaries no later than the date indicated above.

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You may reprint this report on company letterhead or copy and distribute as is. While this notice is not filed with the DOL, a copy should be retained as part of your permanent plan records with documentation as to whom it was distributed and the date of distribution.

If you have any questions regarding the content of the Form 5500 and Related Schedules, please contact Client Services at (877) 694-4015 where a representative will be available to help you from 6:30 a.m. to 6:00 p.m. MT.

Sincerely,

Compliance Services

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Notice to Terminated Accountant
Or Enrolled Actuary

I, as plan administrator, verify that the explanation that is produced below or attached to this notice is the explanation concerning your termination reported on the Schedule C (Form 5500) attached to the 2025 Annual return/report Form 5500 for VTRIPS 401(k) PLAN. This Form 5500 is identified in the line 2b by the nine-digit EIN 20-5070889, and in line 1b by the three-digit PN # 002.

You have the opportunity to comment to the Department of Labor concerning any aspect of this explanation. Comments should include the name, EIN, and PN of the plan and be submitted to: Office of Enforcement, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington D.C. 20210.

_____ _____

Signature Date

_____

Name

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Plan Name: VTrips 401(k) Plan
Plan Number: 519503-01
Plan Year Ending: December 31, 2025

We have recently completed the year-end testing for the VTrips 401(k) Plan with Empower to ensure it complies with the applicable IRS regulations. The test results for the plan year ended December 31, 2025, are as follows:

• IRC §401(k) Actual Deferral Percentage	Pass
• IRC §401(m) Actual Contribution Percentage	Deemed to Pass
• IRC §402(g) Limitation of Elective Deferrals	Pass
• IRC §410(b) Minimum Coverage	Pass
• IRC §415(c) Maximum Annual Additions	Pass
• IRC §416 Top Heavy Plan Determination (upcoming year)	Not Top Heavy

We have provided the details of the Employee Census, HCE\KEY report and the Top Heavy tests for review. Detailed reports of the other tests we performed for the plan are available to you by contacting Client Services. For a more comprehensive explanation of each of these tests, please refer to the *Compliance User Guide* provided on the 'Compliance' menu of the Plan Service Center website. Choose the *Non-Discrimination Testing User Guide* link, and then select *Item I. General Testing Information.* This explains many different tests, which can be performed; however, the only tests applicable to the plan are the ones noted above.

Action Required - Employer Allocations

As part of the year-end testing, we have prepared an Employer Allocation. The Employer allocation(s) will need to be processed under the Compliance To Do List on the PSC. Once you have logged into the PSC, please click on the Compliance menu, then 'Year End Compliance' and choose 'Action Required' under the 'Compliance To Do List' heading for the appropriate period. The Contribution and/or Forfeiture Reallocation details the participants included in the calculation(s).

Top Heavy Test

Due to the plan transferring to us we do not have all of the historical data necessary to accurately determine the plan's current Top Heavy percentage. Please forward a copy of the most recent Top Heavy Test to your compliance analyst for review.

When a plan's Top Heavy percentage exceeds 60%, the plan is considered Top Heavy. As the plan Top Heavy percentage is 20.86%, the plan is not Top Heavy for the upcoming plan year. If you become Top Heavy, a minimum contribution will need to be made for all non-key participants in the plan. This contribution will be the lesser of 3% of gross compensation for each non-key participant or a percentage equal to the highest key participant's contribution percentage for that plan year. If no key employees benefit in the following plan year, a Top Heavy contribution would not be required. The Top Heavy vesting schedule outlined in the plan document will also be applied.

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Safe Harbor -Disaggregated ADP Applies

In order for a Safe Harbor plan to satisfy the ADP safe harbor requirements, the plan must meet the ADP safe harbor requirements through either a profit sharing contribution or an ADP safe harbor matching contribution. If the employer has an eligibility requirement that is less than the statutory requirement for deferrals and wishes to impose the statutory requirement on the Safe Harbor contribution, the disaggregated group will be subject to the ADP test. We ran the ADP test on the disaggregated group.

Plan Audit Information

After review of the plan, we find that an audit by an independent certified public accountant may be required for the plan. Typically, an audit is required for any plan that has 100 or more employees with account balances as of the beginning of the plan year and files a Form 5500. Effective with plan years January 1, 2023, or later, the DOL has changed the methodology for the beginning participant count, it now includes participants with an account balance as of the beginning of the plan year. This audit is required to be attached to your Form 5500-Annual Return when filed with the Employee Benefits Security Administration (EBSA). If you have not done so, please select an auditor and schedule your audit as soon as possible to ensure your Form 5500-Annual Return may be filed in a timely manner.

You will also need to have an audit package sent to your auditors. Audit Packages are requested through the PSC site. Please go to the Plan tab where the fiduciary documents are located, click on the Plan Audit Request option and then follow the completion instructions. The secure URL containing the audit file will be sent to the email address(es) you provide through the PSC request. The email address containing the secure URL will be delivered from planaudit_no_reply@retirementpartner.com.

The testing performed is only for the above-referenced plan. The validity of testing performed may be affected if the employer maintains another plan to which another service provider provides testing services and/or the employer is a member of a controlled group or affiliated service group and the employer has not provided the requisite information to be taken into account in the testing process. Please consult with your tax or legal advisor should you have questions in this regard.

If you have any questions regarding this letter or the test results, please contact Client Services at (877) 694-4015, where a plan service representative will be available to help you from 6:30 a.m. to 6:00 p.m. MT.

Sincerely,

Compliance Services

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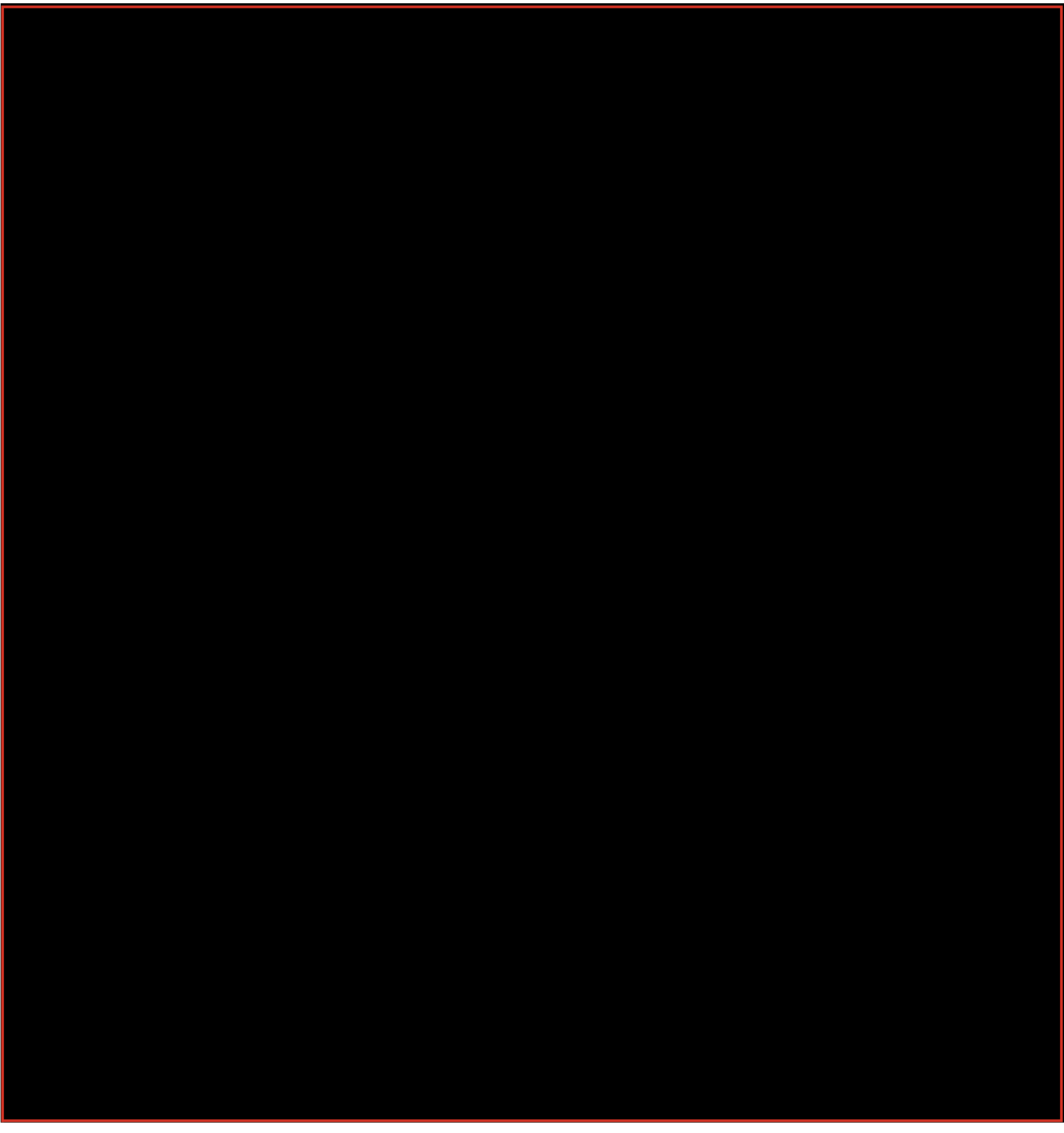

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire	Entry	Term.	Hours	Comp	Status
[redacted]								

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth
[redacted]		

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth
[redacted]		

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth
[redacted]		

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire	Entry	Term.	Hours	Comp	Status
[redacted]								

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth
[redacted]		

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire	Entry	Term.	Hours	Comp	Status
[redacted]								

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire	Entry	Term.	Hours	Comp	Status
[redacted]								

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth
[redacted]		

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire	Entry	Term.	Hours	Comp	Status
[redacted]								

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VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

VTrips 401(k) Plan

For the Period Ending 12/31/2025

Employee Census -

Name	Soc Sec Num	Birth	Hire
[redacted]			

Sent On Behalf Of: compliancehelp@retirementpartner.com
TO: kate.elliott@vtrips.com
CC:
llineberger@empower.com;kimberly.barone@vtrips.com;JESSICA.ESPINOZA@NFP.COM
Sent: 8/18/2026 4:26:07 AM

Subject: Form 8955-SSA has been filed - 519503-01

We are pleased to notify you that we have filed the 2025 Form 8955-SSA electronically with the Internal Revenue Service on your behalf. Unlike the Form 5500, the Form 8955-SSA does not require a plan sponsor/administrator signature so we are able to file on your behalf.

As we have filed the Form 8955-SSA, there is no action required by you.

If you have any questions, please contact Plan Services at (877) 694-4015. A representative will be available to assist you from 6:30 a.m. to 6:00 p.m. MT.

Sincerely,

Empower
Compliance Services

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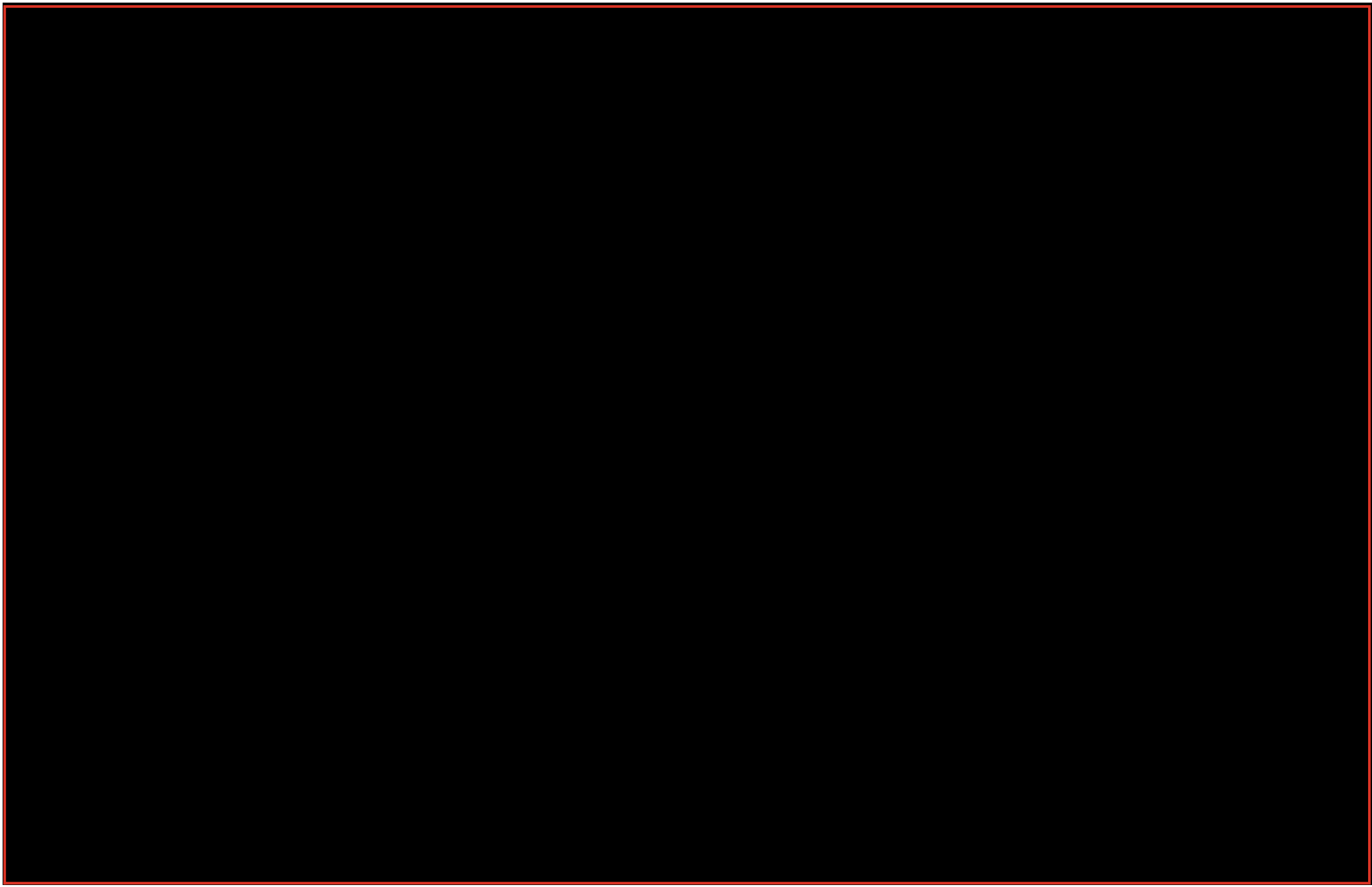

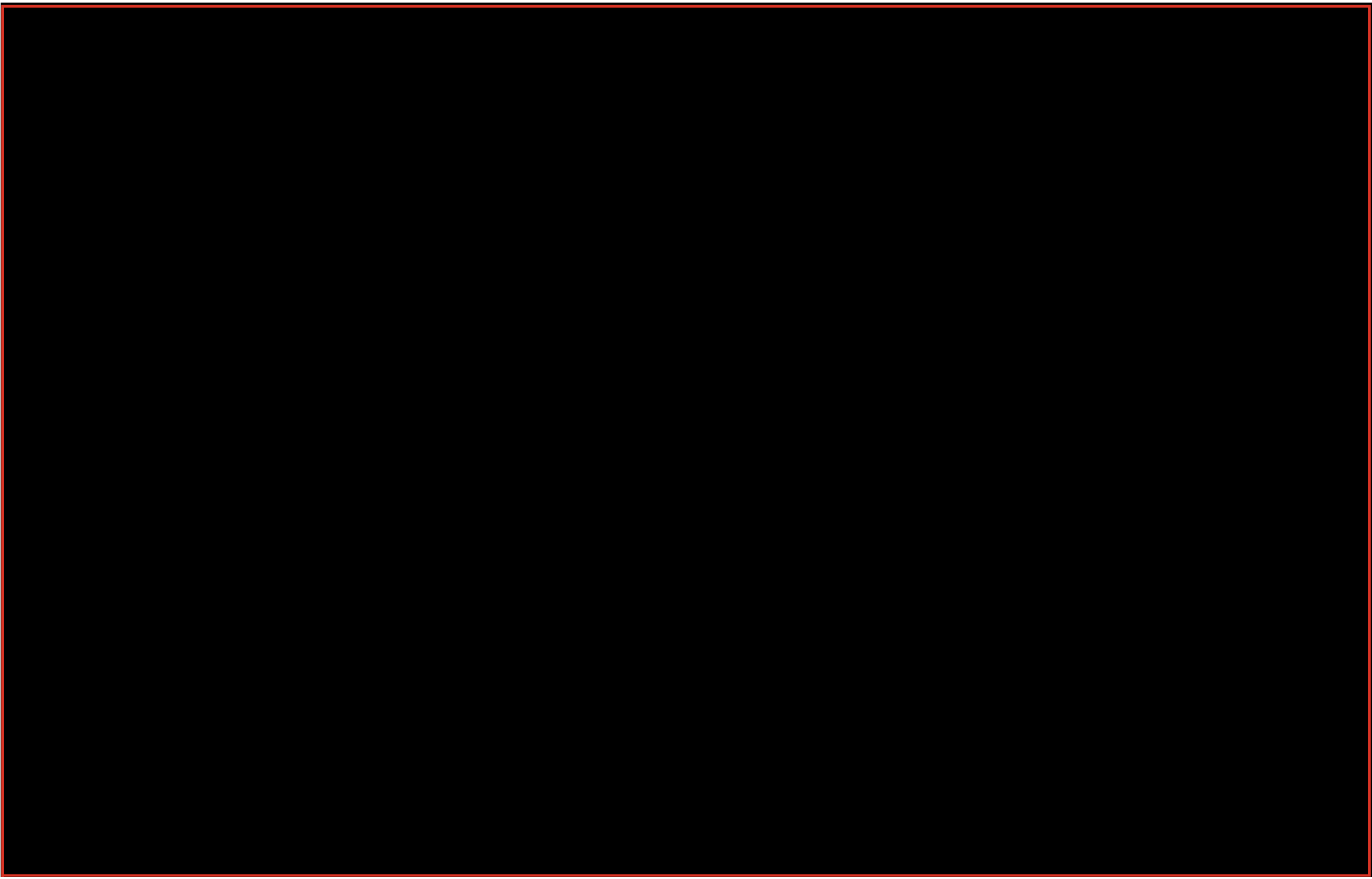

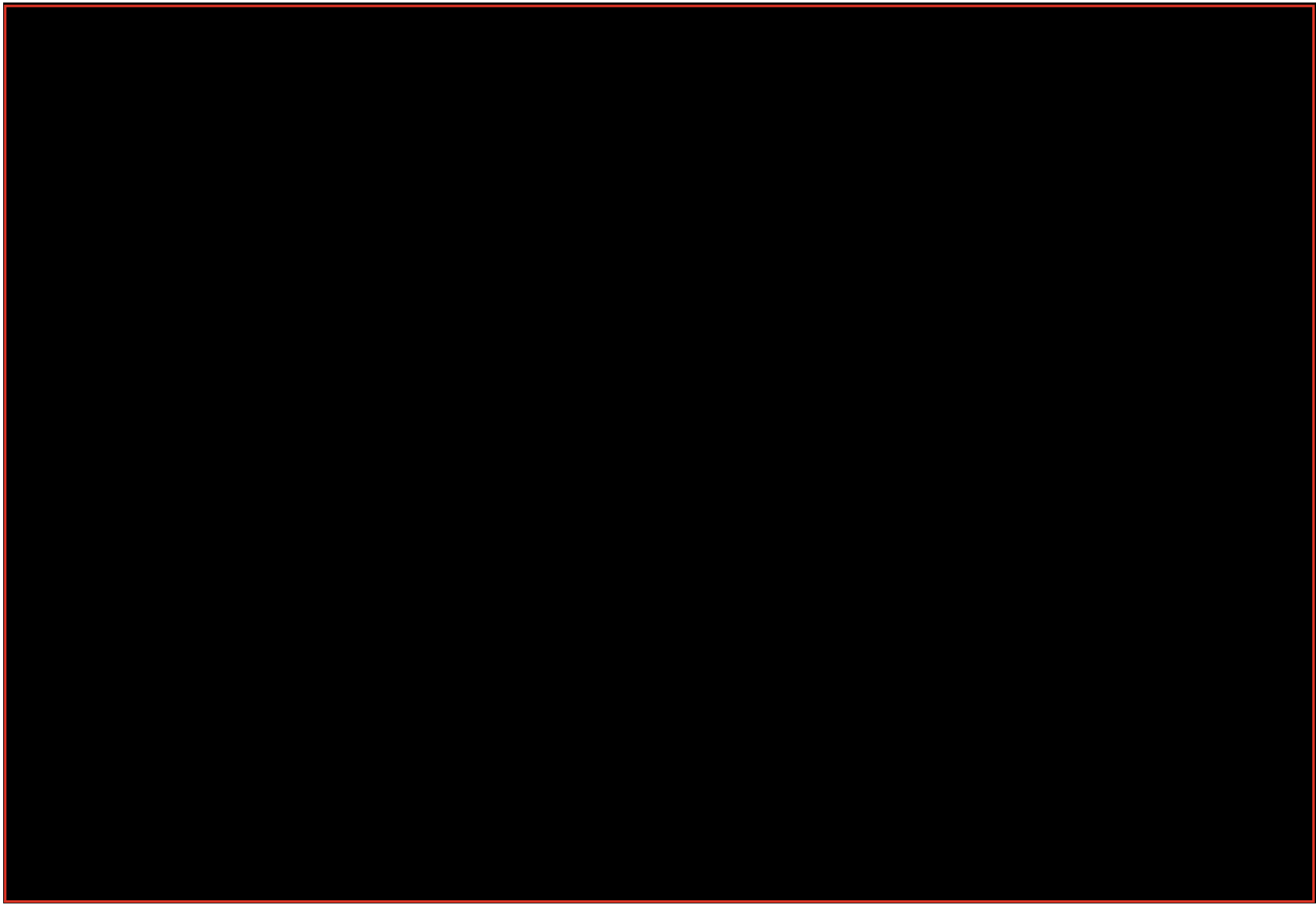

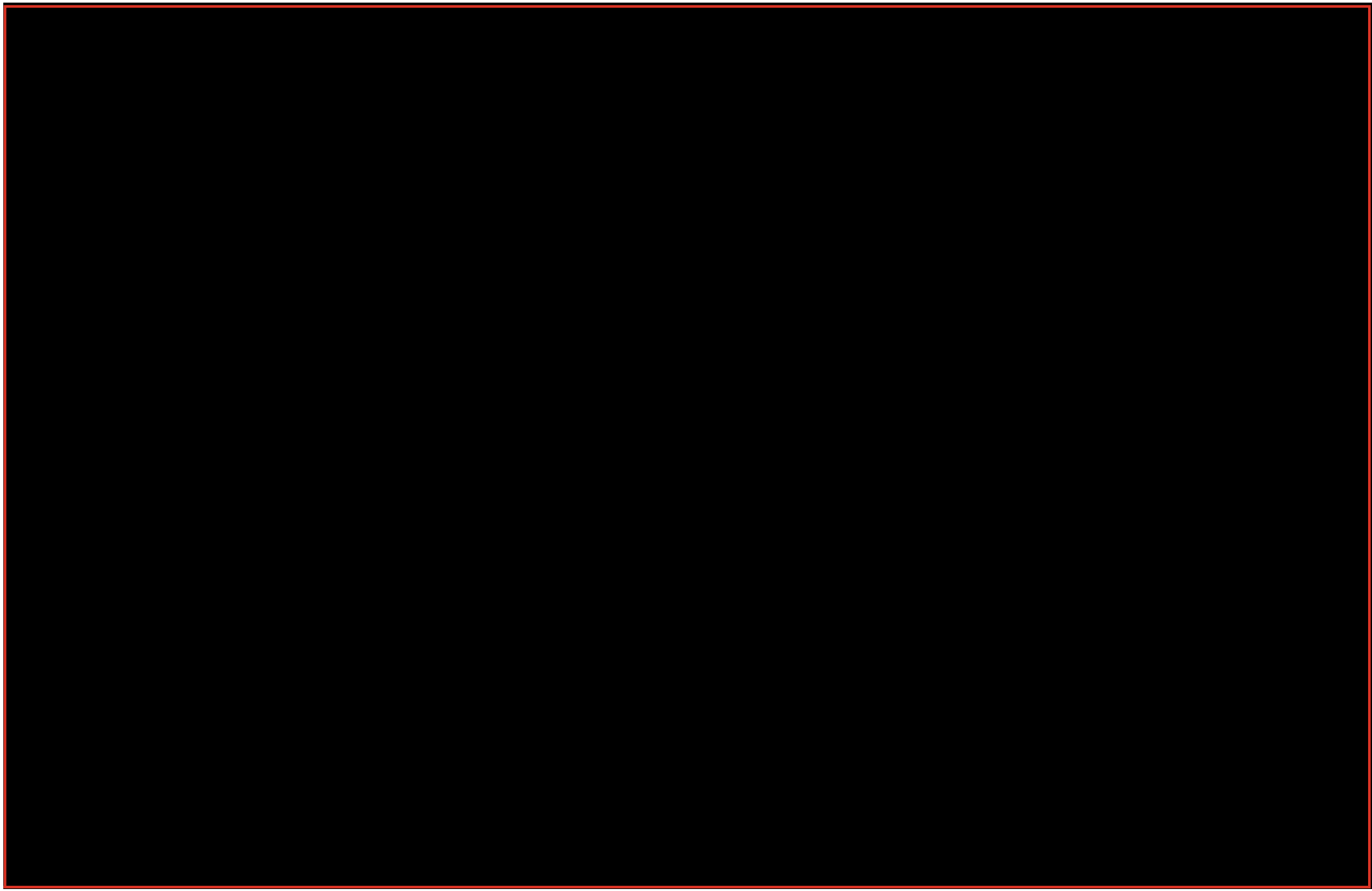

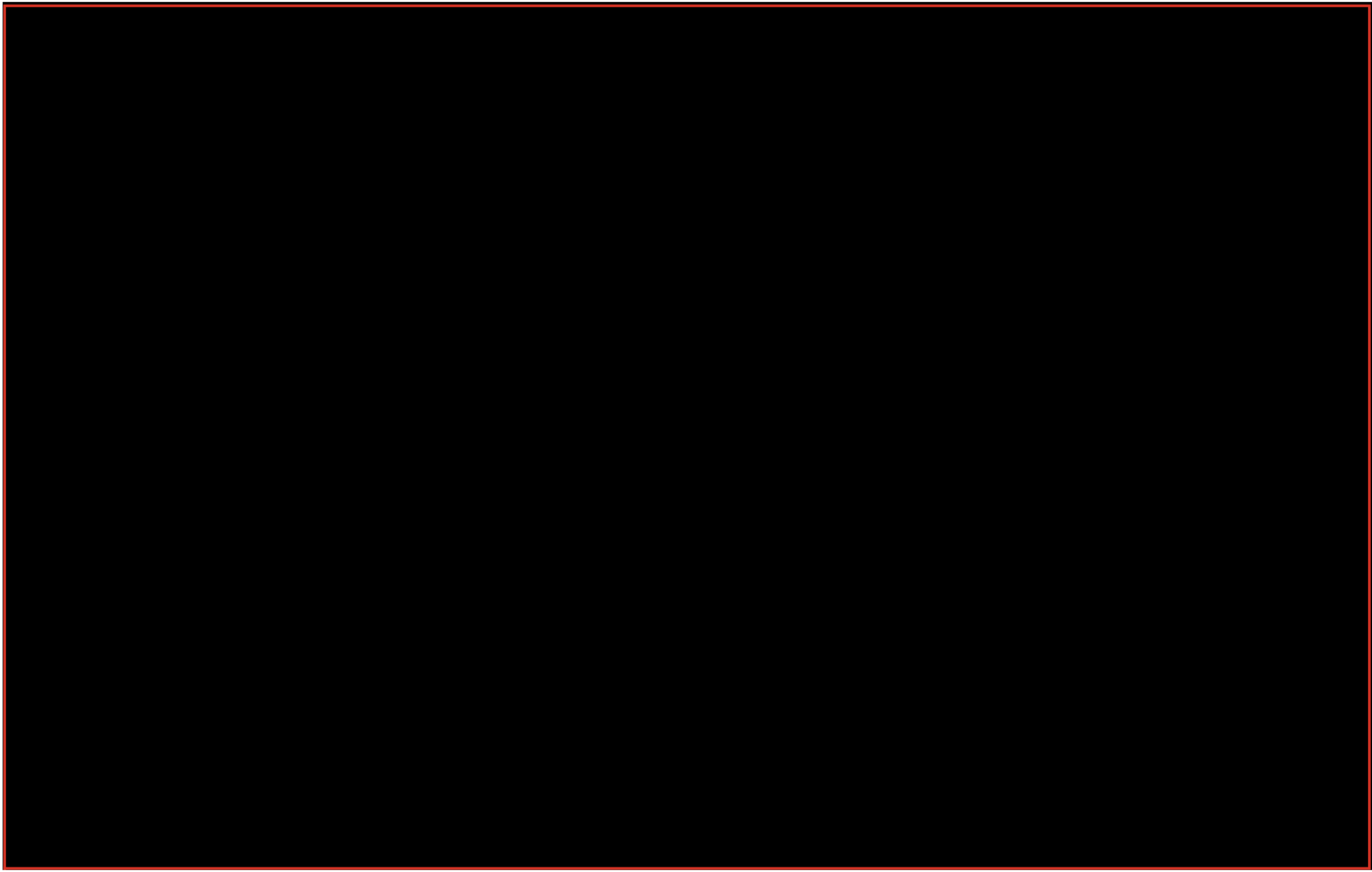



Supplemental Schedule H Report

For calendar plan year 2017 or fiscal plan year beginning and ending

A Name of plan	B Three-digit plan number (PN) ▶	
ABC Company 401(k) Plan		001
C Plan sponsor's name as shown on line 2a of Form 5500	D Employer Identification Number (EIN)	
ABC Company		

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)		
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

PLEASE NOTE: For all asset types (excluding loans) check the *Forfeiture/Asset Holding Account* section of the Plan Summary for possible additions to Ending Balance and/or Change in Value. See Investment Option Legend for fund name(s). Also refer to the *Fair Value Measurements for FASB ASC 820* section for Asset Classifications.

All Beginning of the Year Balances are taken from prior year's 5500 ending balances.

If applicable, go to *Account Summary; Participant Loan Account Summary; Ending Outstanding Loan Balance* LESS *Account Summary; Deemed Distributed Loans; Deemed Distributed Loan Balance*

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Ending Balance.* See Investment Option Legend for fund name(s).

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance.* NOTE: May need to subtract non-pooled separate account ending balances (i.e. Guaranteed Certificates, Money Market, etc.)

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.*

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.* See Investment Option Legend for fund name(s).

SELF DIRECTED BROKERAGE: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.* See Investment Option Legend for fund name(s).

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		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	0	0
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through 1j)	1k	0	0
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	0	0

EMPLOYER STOCK: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance.* See Investment Option Legend for fund name(s).

If applicable, go to *Contributions/Deposits; Participant;* Include ALL *REGULAR* deposit type, employer money sources (i.e. *ERM1, ERO1*, etc.) If forfeitures for plan are used to reduce employer contributions please see text box A below.

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

If applicable, go to *Contributions/Deposits; Participant; Current Period* Include ALL *REGULAR* deposit type, employee money sources (i.e. *BTK1, RTH1*, etc.)

If applicable, go to *Additional Deposits; Rollover; Current Period Total.*

If applicable, go to *Deemed Distributed Loans; Financial Information – Deemed and Active Loan Summary; 5500 Entries column; Interest Assessed. Deemed loan interest is not included.*

GENERAL ACCOUNT INTEREST: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity;* Add *Interest/Dividends* plus *Change in Value* columns. See Investment Option Legend for fund name(s).

If applicable, go to *Participant Summary By Investment Option; Summary of Dollar Activity; Total Interest/Dividends.* See Investment Option Legend for fund name(s).

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Sales* column. See Investment Option Legend for fund name(s).

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Cost of Sales* column. See Investment Option Legend

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)		
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A), (B), (C), and line 2a(2)	2a(3)		0
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		0
(2) Dividends: (A) Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines 2b(2)(A), (B), and (C)	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		0
(5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		0

TEXT BOX A

If forfeitures are used to reduce employer contributions go to *Contributions/Deposits; Participant;* subtract all negative FORFEITURE deposit types.

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Unrealized Gain/(Loss)* column. See Investment Option Legend for fund name(s).

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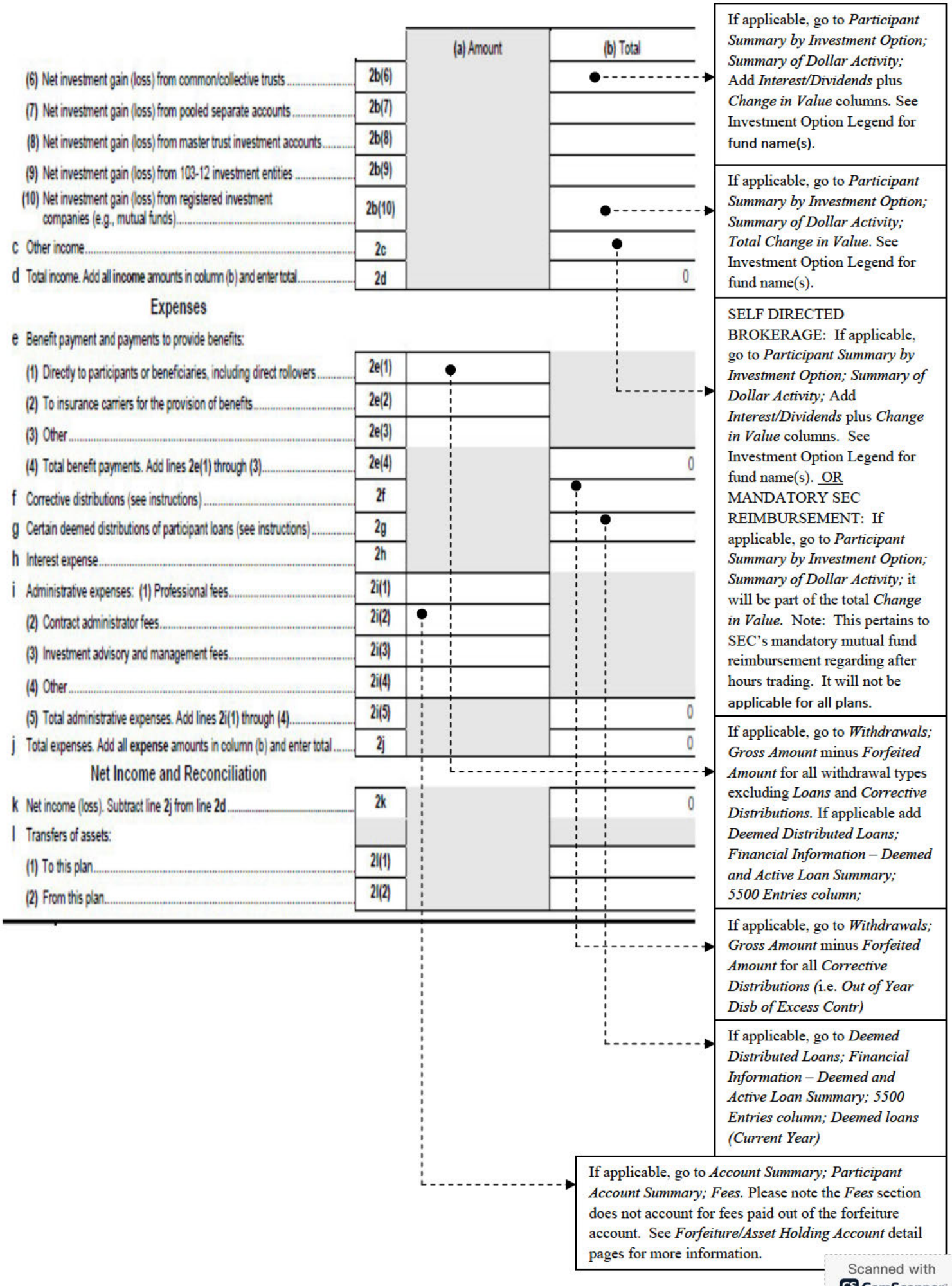

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Dear Plan Sponsor:

Attached is the 2025 Form 8955-SSA for the VTRIPS 401(K) PLAN. Final Regulations issued by the Internal Revenue Service generally require filers who have to file at least 250 returns with the IRS during the calendar year to file Form 8955-SSA electronically. We will be filing the Form 8955-SSA electronically on your behalf.

The only action required is to review, print and retain a copy of the Form 8955-SSA for your records.

If you have any questions or changes to the Form 8955-SSA, please contact Client Services.

Sincerely,
Compliance Services

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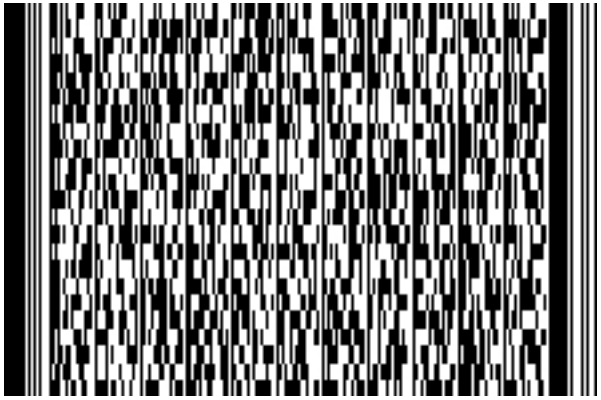
Name of plan	Plan Number	EIN
VTRIPS 401(K) PLAN	002	20-5070889

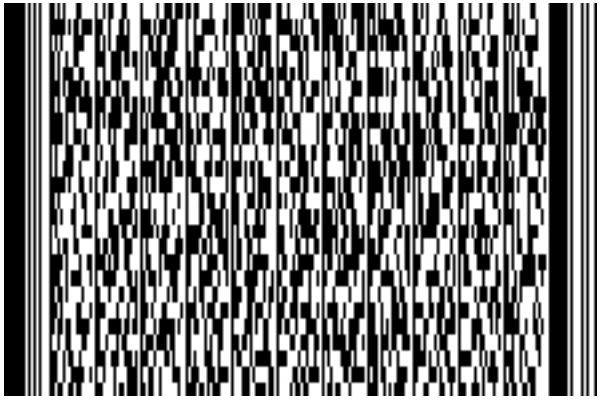
PART III Participant Information - enter all requested information

9 Enter one of the following Entry Codes in column (a) for each separated participant with deferred vested benefits who:

Code A — has not previously been reported.
Code B — has previously been reported under the above plan number, but whose previously reported information requires revisions.
Code C — has previously been reported under another plan, but who will be receiving benefits from the plan listed above instead.
Code D — has previously been reported under the above plan number, but whose benefits have been paid out or who is no longer entitled to those deferred vested benefits.

Use with entry code "A", "B", "C", or "D"						Use with entry code "A" or "B"				Entry code "C" only	
(a) Entry Code	(b) Full Social Security Number (or "FOREIGN")	(c) Name of Participant (See instructions.) First name	M.I.	Last name	✓	Enter code for nature and form of benefit (d) Type of annuity	(e) Payment frequency	Amount of vested benefit (f) Defined benefit plan — periodic payment	(g) Defined contribution plan — total value of account	(h) Previous sponsor's EIN	(i) Previous plan number
A	253-17-6597	TONYA	E	KENNEDY		A	A		10828		
A	590-28-7730	PATRICK		KOERICK		A	A		12092		
A	415-61-3390	PAMELA	C	LOVEDAY		A	A		153		
A	591-19-1162	LAUREN	A	MYERS		A	A		12099		
A	671-07-4322	BRADLEY	A	ROBINSON		A	A		423		
A	059-72-3599	CLAUDINE	M	STODDART		A	A		12865		
A	202-58-2373	DAVID	J	THOMAS		A	A		30294		
A	240-19-3849	DANNY	A	WILLIAMS		A	A		33864		
A	185-58-6964	LEE		YEARICK		A	A		204		
D	187-54-3618	MARK		FARNER							





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Name of plan	Plan Number	EIN
VTRIPS 401(K) PLAN	002	20-5070889

PART III Participant Information - enter all requested information

9 Enter one of the following Entry Codes in column (a) for each separated participant with deferred vested benefits who:

Code A — has not previously been reported.
Code B — has previously been reported under the above plan number, but whose previously reported information requires revisions.
Code C — has previously been reported under another plan, but who will be receiving benefits from the plan listed above instead.
Code D — has previously been reported under the above plan number, but whose benefits have been paid out or who is no longer entitled to those deferred vested benefits.

Use with entry code "A", "B", "C", or "D"						Use with entry code "A" or "B"				Entry code "C" only	
(a) Entry Code	(b) Full Social Security Number (or "FOREIGN")	(c) Name of Participant (See instructions.) First name	M.I.	Last name	✓	Enter code for nature and form of benefit (d) Type of annuity	(e) Payment frequency	Amount of vested benefit (f) Defined benefit plan — periodic payment	(g) Defined contribution plan — total value of account	(h) Previous sponsor's EIN	(i) Previous plan number
D	186-42-1010	CHERYL	D	JARRETT							

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December 1, 2025

Time-Sensitive Information Enclosed
Your Prompt Action Requested

Vacation Rental Pros Property Management, LLC
Kate Elliott
4600 Touchton Road East, Suite 220
Jacksonville, FL 33246

Re: VTrips 401(k) Plan
Plan Number: 519503-01
Plan Year Ending: December 31, 2025

Dear Kate Elliott:

Our highest priority is helping you keep your plan in compliance. Please update the following information before the upcoming deadline to initiate your required annual testing and Form 5500.

On the Plan Sponsor website, click 'Compliance' then 'Year End Compliance' to navigate to the Compliance website page. Once the page loads, click *'pending'* under each section as shown below and update the required information for Ownership, Census and Questionnaire.

The following year-end periods are available:

Plan year begin	Plan year end	Ownership	Census	Questionnaire
MM/DD/YYYY	MM/DD/YYYY	**Pending**	**Pending**	**Pending**

Note: Based on your plan's Safe Harbor design, your services may be delayed as your deadline for submitting required data is **April 30, 2026**[1]. We will provide you a reminder to ensure timely completion of your annual administration and 5500 services.

If you elected to make an additional discretionary matching contribution for the past plan year or believe your plan was not a Safe Harbor Plan or a Qualified Automatic Contribution Arrangement (QACA) for the past plan year, please provide the data above by January 31, 2026.

Refer to Helpful tips attached for detailed instructions on the year-end process.

If you have any questions about the required data or deadlines, please contact Client Services at (877) 694-4015. Plan service representatives are available to help you from 6:30 a.m. to 6:00 p.m., MT.

Sincerely,

Compliance Services

[1] Any re-tests required due to incorrect census data may be subject to additional fees and cannot be guaranteed by your plan's corrective deadline.

Please be advised that Empower cannot provide legal or tax advice and that all comments and recommendations contained herein are Empower's interpretation of current federal law. This letter may not address every issue that an employer should consider with respect to your plan's year-end requirements. We recommend that each employer have these issues reviewed by their own attorneys.

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Helpful tips

For detailed instructions, click *Video Demonstrations* or the *Compliance User Guide* at the top of the Compliance page.

For quick tutorials:

How to order pre-formatted census file

How to upload your census file

- ❑ **Create census data spreadsheet**
  - Order a census file through the compliance menu if you regularly submit employee data each pay period. You will be notified when the report is ready.
  - Download the census file, through the compliance menu and save your census spreadsheet as a text tab delimited file. In Microsoft Excel, from the menu, select *File*, *Save as*, and then select *Text (Tab Delimited)(*.txt)* from the *Save as type* drop down menu box.
  - If you create a census file from scratch please save the file as a text tab delimited file.
  - To verify the correct compensation to use for testing, refer to the Compensation Q & A section in the *Compliance User Guide*. Pease consult your tax advisor for specific information related to compensation

- ❑ **Enter Ownership Information**
  - Within the Compliance page, click *Pending* under Ownership for the current plan year.
  - Provide all employee owners (those owning more than ½%), their percentage of ownership (include full ownership percentages up to two decimal places without rounding) and their employed family members. We need spouse, child, parent, grandparent and legally adopted children/stepchildren.
  - Once the ownership information is completed, the Compliance page will display a completion date under Ownership.

- ❑ **Upload Census**
  - Within the Compliance page, click *Pending* under Census for the current plan year.
  - Clear any census file validation errors and/or warnings.
  - After you have selected either *For Compliance Services Only* or *For Compliance and Recordkeeping Services*, the Compliance page will display a completion date under Census.

- ❑ **Complete the Year-End Questionnaire**
  - Within the Compliance page, click *Pending* under Questionnaire for the current plan year.
  - Once all questions are completed, the Compliance page will display a completion date under Questionnaire.

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RPS Specialty Market Policy Notices for the Policy Holder and Retail Producer

This form is NOT a part of the policy and does NOT amend policy wording, but is designed to be delivered when the policy is provided to the Policy Holder. When using "you" or "your" the form is addressing the Policy Holder; when using "Producer" it refers to the Retail Producing Entity and/or their production person; RPS is used for Risk Placement Services, Inc.

Assignment: This Policy or Certificate may not be assigned to another entity without the written consent of the Insurer. The policy wording should be reviewed carefully for this provision before any assignment attempt is made.

Audits: If your insurance policy includes general liability, product liability and/or completed operations liability, your policy is subject to an audit on a Minimum and Deposit basis. Liability premiums are often calculated using estimated exposures for a future period of time, for example gross annual sales, payroll and subcontractor costs. At the end of your policy period, the company may audit the actual exposures for your policy period. If the exposures are higher than estimated, additional premium will be due. If the exposures are lower than estimated, and the premium already paid is a Minimum and Deposit premium then no premium adjustment will be made, and no return premium will be issued. The Producer should review any Audit Condition from the policy with you. The Producer is responsible for collecting any audit premiums due within 20 days of the billing, unless otherwise noted.

Binding Coverage: Coverage can only be bound after a written request is received and acknowledged by the RPS Branch.

Cancellation: The policy has specific cancellation provisions that should be reviewed, and may be subject to special endorsements based on the State regulations. Flat cancellations are not allowed. In order to cancel you need to make written request in advance of the requested date. The policy also contains provisions that establish minimum earned premiums, minimum and deposit premiums or fully earned premiums. Cancellation for non-payment of premium, including failure to pay outside financing, is generally considered to be at the request of the Insured and therefore subject to financial penalties as described in the policy. If a Notice of Cancellation is sent for non-payment, there may be a Service Fee (not a premium) required to effect a rescission of the Notice. The amount of the fee will typically be shown on the Notice, and must be paid by the party requesting the rescission. The policy may not continue if the Service Fee is not paid.

Certificates of Insurance: You may request Certificates of Insurance from the Producer that placed your insurance policy. Such Certificates cannot contain wording contrary to the Policy Coverage as provided. Additional Insureds, often requested with Certificates of Insurance, generally require an Additional Premium, and can only be added after the Insurer knows of the insurable interest and accepts the entity as being added to the policy. Producers can access the RPS website to obtain many Certificates or make special coverage change requests via endorsement as needed to satisfy certain Certificate Holders, keeping in mind such additional coverages may require additional premium charges.

Claims Reporting: Report all claims as soon as possible. The policy will define what constitutes a claim. The policy contains specific address, phone, or website information as to where and how to report a claim. Most Insurers maintain 24/7 service of such numbers. Your Producer may also assist you with filing a claim, and they have access to the RPS website and/or claim reporting numbers to do so, however, you should review the claim reporting provision of the policy. If your policy is a “claims-made” policy, it is essential to understand what constitutes a claim from the language in the policy, and also know that all claims must be reported to the insurer as soon as possible. Both the policy and your broker can instruct you how and where to submit a claim. If a claim is reported after the time period specified in the policy, the insurer may deny coverage. Do not offer to compromise or settle any claim or demand without the insurer’s prior agreement, or you will risk losing coverage.

Coverage: This policy may not be as broad in scope as the policy it replaces nor as the coverage requested. This policy was issued to reflect the coverage as quoted by RPS to your Producer. Your Producer should review the entire contract of insurance with you.

Endorsements: Additional coverage, changes or revisions are subject to acceptance of the Insurer and must be endorsed to the policy. The Producer has no authority to endorse or change the policy, but should submit in writing the requested changes to RPS who will work with the Insurer to effect endorsement's acceptability to the Insurer. Coverage is not in force until confirmed by the Branch.

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Fees: Unless otherwise noted, all Fees are fully earned at the time of placement of this insurance and are not subject to pro-rata return if the policy is cancelled.

Financing: Any premium financing is a contractual relationship between the Premium Finance Company (PFC) and the Borrower. The Insurer, Agents, nor Brokers are parties to the Finance Agreement, and policy wording will not be amended to any contractual provisions therein. All such contracts must be set up showing the Insurer's Name c/o Risk Placement Services, Inc., using the RPS branch address where the policy was placed. Once financed, it is the duty of the Producer to inform the PFC of any changes to the contract, additional or return premiums, and cancellation of the policy.

Forms Signed & Returned: The policy may have been delivered with forms that require the signature of the Named Insured. Such forms should be signed and returned to the Producer immediately, so they can in turn provide them to RPS, who will post them to the Insurer files.

Inspections: To keep coverage in force, an inspection may be required, and provisions for this are in the policy. Producer should review with the Policy Holder the need to arrange site appointments with inspectors, who may be vendors.

Minimum Earned Premium: This quotation/policy may include a Minimum Earned Premium provision, expressed as a percentage and/or dollar amount. This means that if the insurance policy is cancelled by you for any reason, the company will retain no less than the Minimum Earned Premium.

Example: The policy premium is $1,000 and the Minimum Earned Premium is 25%. The policy is an annual policy and is cancelled after 2 days of being in force. The company would retain at least 25% of the premium ($1,000 X 25% = $250 and return no more than $750.

Producer Not Agent: The Producer is a representative of the Policy Holder / Named Insured, and as such does not act as an Agent of the Insurer nor of RPS.

Transportation Policies: Report all newly hired drivers as soon as possible. Report all newly acquired vehicles prior to putting them in service and/or on the road.

Complaints Reporting: If you wish to file a complaint, you can contact your Insurance Agent or you may submit a complaint directly to RPS at RPS.Complaints@rpsins.com Be sure to include your name and contact information, the named insured listed on the policy, the policy number and the explanation of the complaint.

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PO Box 2950
Hartford, CT 06104-2950

November 4, 2025

VTRIPS HOLDINGS, LLC
4600 TOUCHTON RD E BLDG 200 STE 220
JACKSONVILLE, FL 32246

Re: Important Information about **Claims Information Line**

Dear VTRIPS HOLDINGS, LLC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

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Hartford, CT 06104-2950

Employment Practices Liability Hotline

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Employment Practices Liability policyholders with up to one hour of access to a toll-free hotline designed to provide quick, practical risk management guidance on day-to-day workplace issues.

From reviewing the proper steps for a sexual harassment investigation to discussing general factors to consider before making employment decisions, the firm's attorneys are available to assist policyholders in managing their workplace risk and minimizing employment-related claims. This hotline is staffed by a nationally recognized employment law firm exclusively dedicated to representing management on workplace issues and is available at no additional cost to Employment Practices Liability policyholders.

To utilize the hotline, call **1-866-EPL-TRAV (1-866-375-8728**).

We encourage policyholders to take advantage of this risk management tool. For more information about the hotline, go to www.rmplusonline.com/EPLhotline.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, PO Box 2950, Hartford, CT 06104-2950

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Hartford, CT 06104-2950

Toll-Free ERISA HelpLine

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Fiduciary Liability policyholders with access to the ERISA HelpLine, a toll-free hotline designed for quick, practical guidance on day-to-day workplace issues.

To utilize the HelpLine, call **1-888-401KLAW (1-888-401-5529)**.

Through the ERISA HelpLine, policyholders are eligible for a consultation with an ERISA attorney from the law firm of Jackson Lewis P.C. at no charge. Jackson Lewis P.C., one of the largest law firms in the country, is exclusively dedicated to representing management on workplace issues. With more than 950 attorneys throughout the U.S. and Puerto Rico, the firm has both a recognized expertise in workplace-related issues and a dedicated ERISA practice.

The ERISA HelpLine is designed to provide general guidance on issues relating to employee benefits and ERISA law. From reviewing potential compliance pitfalls to defending employers and plan sponsors in adversary proceedings and appeals under internal agency procedures, attorneys from Jackson Lewis P.C. are there to help you. The ERISA HelpLine is available toll-free from anywhere in the United States.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to www.rmplusonline.com/ERISAHelpLine.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, and its property casualty affiliates, PO Box 2950, Hartford, CT 06104-2950.

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TRAVELERS

Risk Management Plus+ Online®

BOND & SPECIALTY INSURANCE

As a Travelers Bond & Specialty Insurance policyholder you receive access to risk management services, **at no additional cost**, to help protect you and your business. *Risk Management Plus+ Online* is a robust website designed to assist you in the mitigation of risk. Purchase of any coverage below offers access to the entire library of tools.


Employment Practices Liability


Private Directors & Officers Liability


Nonprofit Directors & Officers Liability


Fiduciary Liability


Crime


Kidnap & Ransom


ID Fraud

Risk Management Plus+ Online offers resources that policyholders can use to help prepare and protect their organizations against a wide range of exposures, including:

- How organizations can mitigate employment-related exposures from their employees and/or volunteers.
  - Helpline – toll-free hotline designed to provide quick, practical guidance on day-to-day workplace issues.*
  - Training modules – an extensive library, including state-specific harassment training modules.
  - Sample manuals – sample handbooks with recommended policies and procedures.
- Understanding obligations of a board member and what they can do to reduce the likelihood of a lawsuit.
- Understanding 401(k), 403(b) and defined benefit plan litigation trends, who is exposed and how to mitigate exposure.
- Steps to protect your personal information.
- Tips for segregating duties to avoid a crime loss.
- Tips to consider before traveling to mitigate the risk of kidnapping.

To register:

1. Go to rmplusonline.com.
2. In the sign-in box, click Register.
3. Enter the password/passcode: TRVP120000
4. Fill in the registration information and click Submit.
5. Your organization is registered, and you are registered as Site Administrator for your organization.

Once registered, you may add other site administrators.

For more information, call 888.712.7667 and ask for your Risk Management Plus+ Online representative.

*Assistance is not intended to replace your company's need to hire employment counsel to assist in making specific personnel decisions and in implementing policies and procedures. Assistance provided exclusively to EPL policyholders.

travelers.com

Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183
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CP-9287 Rev. 5-25

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183

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TRAVELERS

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Declarations

POLICY NO. 107726397

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSUREDS DURING THE POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 **NAMED INSURED/INSURANCE REPRESENTATIVE:**

VTRIPS HOLDINGS, LLC

D/B/A:

Principal Address:
4600 TOUCHTON RD E BLDG 200 STE 220
JACKSONVILLE, FL 32246

ITEM 2 **POLICY PERIOD:**

Inception Date: October 31, 2025 Expiration Date: October 31, 2026
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

ITEM 3 **ADDRESS INFORMATION FOR NOTICES TO COMPANY:**

Email: BSIclaims@travelers.com
Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, MN06
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4 **COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**

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Liability Coverages (subject to LIA-3001 Terms & Conditions)

Private Company Directors and Officers Liability

Employment Practices Liability

Fiduciary Liability

Crime Coverages

Crime

ITEM 5

LIABILITY COVERAGES (subject to LIA-3001)

PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY

Limit of Liability:	$3,000,000	for all **Claims**
Supplemental Personal Indemnification Coverage:	☒ Applicable	☐ Not Applicable
Supplemental Personal Indemnification Limit of Liability:	$1,000,000	for all **Claims**
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all **Claims**
Investigation Expense Limit of Liability:	$250,000	for all **Claims**
Retention:		
	$0	for each **Claim** under Insuring Agreement A.
	$25,000	for each **Claim** under Insuring Agreement B.
	$25,000	for each **Claim** under Insuring Agreement C.
Prior and Pending Proceeding Date:	October 31, 2022	
Continuity Date:	October 31, 2022	

EMPLOYMENT PRACTICES LIABILITY

Limit of Liability:	$3,000,000	for all **Claims**
Third Party Claim Coverage:	☒ Applicable	☐ Not Applicable
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all **Claims**

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Retention:	$100,000 $100,000	for each **Claim** under Insuring Agreement A. for each **Claim** under Insuring Agreement B., if applicable
Prior and Pending Proceeding Date:	**Claims** for **Wrongful Employment Practices**: **Claims** for **Third Party Wrongful Acts**:	October 31, 2022 October 31, 2022
Continuity Date:	**Claims** for **Wrongful Employment Practices**: **Claims** for **Third Party Wrongful Acts**:	October 31, 2022 October 31, 2022

FIDUCIARY LIABILITY

Limit of Liability:	$3,000,000	for all **Claims**
Settlement Program Limit of Liability:	$250,000	for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability
HIPAA Limit of Liability:	$1,500,000	which amount is included within, and not in addition to, any applicable limit of liability
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all **Claims**
Retention:	$0 $0	for each **Claim** under Insuring Agreement A. for each **Settlement Program Notice** under Insuring Agreement B.
Prior and Pending Proceeding Date:	October 31, 2022	
Continuity Date:	October 31, 2022	

CRIME COVERAGES

CRIME

INSURING AGREEMENT	SINGLE LOSS LIMIT OF INSURANCE	SINGLE LOSS RETENTION
A. Fidelity		
1. Employee Theft	$3,000,000	$10,000
2. ERISA Fidelity	$3,000,000	$0
3. Employee Theft of Client Property	$1,000,000	$10,000
B. Forgery or Alteration	$3,000,000	$10,000
C. On Premises	$3,000,000	$10,000
D. In Transit	$3,000,000	$10,000

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E. Money Orders and Counterfeit Money	$3,000,000	$10,000
F. Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	 $3,000,000 $100,000	 $10,000 $10,000
G. Funds Transfer Fraud	$3,000,000	$10,000
H. Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	 $1,000,000 $25,000	 $10,000 $0
I. Claim Expense	$5,000	$0

Policy Aggregate Limit of Insurance: ☐ Applicable ☒ Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: Not Applicable

If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in section V. CONDITIONS, B.1.a.

Cancellation of Prior Insurance:

By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this **Crime Policy** becomes effective.

INSURED'S PREMISES COVERED:

All Premises of the **Insured** in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

Not Applicable

ITEM 6

PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:

$73,723.00 Policy Premium for all purchased Coverages

ITEM 7 **TYPE OF CLAIM DEFENSE FOR LIABILITY COVERAGES (**subject to LIA-3001**):**

☐ Reimbursement

☒ Duty-to-Defend

☐ Varies by Coverage - See Expanded Claim Defense Options Endorsement

Only the type of CLAIM DEFENSE marked "☒" is included in this policy.

ITEM 8 **EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES** (subject to LIA-3001)**:**

Additional Premium Percentage: 75%
Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

ITEM 9 **RUN-OFF EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES** (subject to LIA-3001)**:**

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Additional Premium Percentage: Not Applicable
Additional Months: Not Applicable

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

ITEM 10 **ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR LIABILITY COVERAGES SUBJECT TO LIA-3001:**

☐ Applicable ☒ Not Applicable

Only those coverage features marked " ☒ Applicable" are included in this policy.

ITEM 11 **FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:**

AFE-19038-1119; ACF-7007-0811; ACF-7006-0511; AFE-19029-0719; AFE-19030-0920; LIA-4049-0109; LIA-3001-0109; LIA-7097-0109; LIA-7227-0110; LIA-10001-0610; LIA-19002-1111; FRI-19090-FL-0714; LIA-19097-0315; LIA-19176-0323; LIA-4006-0109; PDO-4012-0109; PDO-3001-0109; PDO-7061-0109; PDO-19004-0512; PDO-19009-0612; PDO-19032-1112; PDO-19052-0314; PDO-19018-0517; PDO-19006-0517; PDO-19053-0119; PDO-19121-0122; PDO-4002-0109; EPL-4013-0109; EPL-3001-0109; EPL-7006-0109; EPL-7010-0109; EPL-7031-0109; EPL-7059-0109; EPL-7110-0109; EPL-7112-0109; EPL-19020-0712; EPL-19050-0316; EPL-19057-0517; EPL-19058-0517; EPL-19059-0517; EPL-19060-0517; EPL-19063-0319; EPL-19068-1119; EPL-19071-0222; EPL-4002-0109; FRI-4012-0109; FRI-3001-0109; FRI-19030-0712; FRI-19065-1112; FRI-19086-0414; FRI-19148-0323; FRI-4002-0410; LIA-7132-0109; LIA-7330-0109; CRI-4031-0109; CRI-3001-0109; CRI-19060-0713; CRI-19072-0315; CRI-19101-1117; CRI-19115-0519; CRI-19085-0919; CRI-19122-1120; CRI-7090-0109; CRI-19134-0623; CRI-19118-0719; CRI-7028-0325; CRI-4029-0210; CRI-5010-0613; LIA-5009-0310

ITEM 12 **LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES** (subject to LIA-3001):

☐ Applicable ☒ Not Applicable

N/A for all **Claims** under the following **Liability Coverages** that are subject to the Terms & Conditions in LIA-3001:

If the **Liability Coverages** selected in ITEM 12 are also **Scheduled Coverages** selected in ITEM 13, then the amount of the **Liability Coverage Shared Limit of Liability** set forth in ITEM 12 is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** set forth in ITEM 13.

ITEM 13 **SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:**

☐ Applicable ☒ Not Applicable

N/A for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in ITEM 13 will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

PRODUCER INFORMATION:

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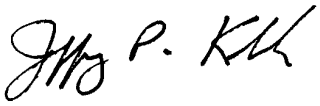
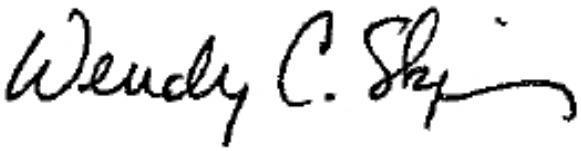
RISK PLACEMENT SERV INC
300 S RIVERSIDE PLZ
1500
CHICAGO, IL 60606

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.



President



Corporate Secretary

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Premium, Tax, And Surcharge Disclosure

The following premium, tax, and surcharge amounts apply to this Policy as of the inception date.

$ 73,723.00	Policy Premium
$ 681.87	Florida Guaranty Fund Emergency Surcharge
$ 74,404.87	Total

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS-COVERAGE NOTICE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability, Crime

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It is agreed that:

Notice provided to the Company of any:

1. **Claim**, **Potential Claim**, **Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or

2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
Private Company Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability, Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed $100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

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

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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FLORIDA

This endorsement modifies the following:

Liability Coverage Terms and Conditions

CONSIDERATION CLAUSE	*1*
I. GENERAL	*1*
II. DEFINITIONS	*1*
III. CONDITIONS	*3*

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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TRAVELERS

THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS. PLEASE READ THE POLICY CAREFULLY.

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application,** subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

I. GENERAL

These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these Liability Coverage Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

II. DEFINITIONS

Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

A. ***Additional Defense Limit of Liability*** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If "*Not Applicable*" is shown as the amount of any **Liability Coverage's Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.

B. ***Annual Reinstatement of the Liability Coverage Limit of Liability*** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.

C. ***Application*** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.

D. ***Change of Control*** means:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.

E. ***Claim*** has the meaning set forth in the applicable **Liability Coverage**.

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F. ***Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

G. ***Executive Officer*** has the meaning set forth in the applicable **Liability Coverage**.

H. ***Financial Insolvency*** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.

I. ***Foreign Parent Corporation*** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.

J. ***Insured*** has the meaning set forth in the applicable **Liability Coverage**.

K. ***Insured Organization*** has the meaning set forth in the applicable **Liability Coverage**.

L. ***Insured Person*** has the meaning set forth in the applicable **Liability Coverage**.

M. ***Liability Coverage*** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.

N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.

O. ***Liability Coverage Shared Limit of Liability*** means the amount set forth in ITEM 12 of the Declarations. If "*Not Applicable"* is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.

P. ***Liability Policy*** means, collectively, the Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, and any endorsements attached thereto.

Q. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.

R. ***Loss*** has the meaning set forth in the applicable **Liability Coverage**.

S. ***Named Insured*** means any entity named in ITEM 1 of the Declarations.

T. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.

U. ***Policy Year*** means:

1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

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3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and

4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy,** if such time is less than one year.

V. ***Pollutant*** means 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.

W. ***Potential Claim*** means any **Wrongful Act** that may subsequently give rise to a **Claim**.

X. ***Related Wrongful Act*** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

Y. ***Subsidiary*** has the meaning set forth in the applicable **Liability Coverage**.

Z. ***Wage and Hour Law*** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).

AA. ***Wrongful Act*** has the meaning set forth in the applicable **Liability Coverage**.

III. CONDITIONS

A. TERRITORY

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss.**

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

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C. LIMITS OF LIABILITY

1. Liability Coverage Limit of Liability

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

   a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and

   b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. Liability Coverage Shared Limit of Liability

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the Declarations indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the Declarations:

   a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and

   b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations.

3. Annual Reinstatement of the Liability Coverage Limit of Liability

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

   a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the Declarations for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and

   b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

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4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss** , including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured** , with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
   a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
   b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.

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3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer.** If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy,** must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim,** including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act** , the dates of the alleged events, and the reasons for anticipating a **Claim** , as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SUBROGATION

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

J. RECOVERIES

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

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3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

L. ACQUISITIONS

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

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The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

N. FOREIGN PARENT CORPORATION COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

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The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

P. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
   a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
   b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

Q. CANCELLATION

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

R. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

S. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

T. ASSIGNMENT

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

V. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

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W. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

X. ENTIRE AGREEMENT

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

Y. HEADINGS

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NUMBER OF DAYS FOR ELECTING EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability

It is agreed that:

Solely with respect to the **Liability Coverage(s)** shown above, section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD** of the **Liability Coverage Terms and Conditions** is replaced by the following:

O. EXTENDED REPORTING PERIOD

At any time prior to or within **90** days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and

2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within **90** days of the effective date of the termination or cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF NAMED INSURED ENDORSEMENT – SCHEDULED ENTITY(IES)

This endorsement changes the following:
Private Company Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability

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It is agreed that:

1. The following is added to section **II. DEFINITIONS**, **S. Named Insured:**

   Named Insured also means the following Scheduled Entity(ies):

   Scheduled Entity(ies):

   VRP Holdings LLC

2. The Scheduled Entity(ies) set forth above will be considered an **Insured Organization**, but not a **Named Insured**, under the Liability Coverage Terms and Conditions with respect to the following:

   a. section **II. DEFINITIONS**, **D. Change of Control** and **I. Foreign Parent Corporation**; and

   b. section **III. CONDITIONS**, **K. CHANGE OF CONTROL**, **L. ACQUISITIONS**, **O. EXTENDED REPORTING PERIOD**, **Q. CANCELLATION**, **S. CHANGES**, and **W. AUTHORIZATION**.

3. The following is added to section **III. CONDITIONS**, **K. CHANGE OF CONTROL** of the Liability Coverage Terms and Conditions:

   If, at any time during the **Policy Period**, there is any change to the ownership of, or control over, any Scheduled Entity(ies) listed in section **II. DEFINITIONS S.**, coverage will continue for such Scheduled Entity(ies) but only with regard to **Claims** for **Wrongful Acts** which occurred wholly prior to the effective date of such change in ownership or control.

4. If Fiduciary Liability coverage is included in this **Liability Policy**, the Scheduled Entity(ies) set forth above will be considered an **Insured Organization**, but not a **Named Insured**, under section **V. CONDITIONS** of the Fiduciary Liability coverage with respect to section **B. ACQUISITION OR INFORMATION OF AN EMPLOYEE BENEFIT PLAN**, **C. MERGER OF PLANS**, and **D. SALE OF PLAN**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SETTLEMENT CONDITION ENDORSEMENT

This endorsement modifies the following when indicated below by ☒:

It is agreed that:

☒ **Private Company Directors and Officers Liability**

The following replaces **B. SETTLEMENT** of the ***CONDITIONS*** section of the **Liability Coverage**:

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for twenty percent (20%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** does not exceed the remaining applicable limit of liability.

☐ **Financial Institution Professional Liability**

The following replaces **B. SETTLEMENT** of the ***CONDITIONS*** section of the **Liability Coverage**:

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for twenty percent (20%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** does not exceed the remaining applicable limit of liability.

☒ **Employment Practices Liability**

The following replaces section ***IV. CONDITIONS***, **A. SETTLEMENT** of the **Liability Coverage**:

A. SETTLEMENT

1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:

   a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and

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b. the amount of such Settlement Offer:

i. is less than the remaining applicable limit of liability available at the time; and

ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;

the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.

2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:

a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and

b. the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for twenty percent (20%) of all **Loss** , other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

☒ **Fiduciary Liability**

The following replaces section ***V. CONDITIONS***, **A. SETTLEMENT** of the **Liability Coverage**:

A. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for twenty percent (20%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

☐ **Miscellaneous Professional Liability**

The following replaces section ***V. CONDITIONS***, **B. SETTLEMENT** of the **Liability Coverage**:

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for twenty percent (20%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCEMENT OF THE RETENTION ENDORSEMENT

This endorsement changes the following:
Fiduciary Liability, Employment Practices Liability, Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **III*. CONDITIONS***, **B. RETENTION** of the Liability Coverage Terms and Conditions:

Notwithstanding anything in this section III. CONDITIONS, B. RETENTION to the contrary, if the **Insured Organization** is permitted by law to indemnify any **Insured Person** for any applicable Retention but refuses or fails to do so and such refusal or failure is not by reason of **Financial Insolvency**, then the Company will advance the amount of any applicable Retention that would otherwise be covered under this **Liability Coverage** on behalf of such **Insured Person** and will be subrogated to the rights of such **Insured Person** pursuant to section III. CONDITIONS, I. SUBROGATION for purposes of recovering such Retention amount from the **Insured Organization**.

The **Insured Organization's** failure or refusal to indemnify such **Insured Person** will be deemed to have occurred if the **Insured Organization** has neither paid such Retention on behalf of the **Insured Person**, nor acknowledged its obligation to do so, within 60 days of the **Insured Person's** written demand to the **Insured Organization** for indemnification or payment of such Retention.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number: **107726397**

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FLORIDA PPACA, SECTION 502(c), SECTION 507, AND SECTION 4975 CIVIL MONEY PENALTIES ENDORSEMENT

This endorsement changes the following:

Fiduciary Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

PPACA Civil Money Penalties Limit of Liability:	**$250,000**	which amount is included within, and not in addition to, any applicable limit of liability.
Section 502(c) Penalties Limit of Liability:	**$250,000**	which amount is included within, and not in addition to, any applicable limit of liability.
Section 507 Penalties Limit of Liability:	**$250,000**	which amount is included within, and not in addition to, any applicable limit of liability.
Section 4975 Penalties Limit of Liability:	**$250,000**	which amount is included within, and not In addition to, any applicable limit of liability.

Retention:	**$250,000**	for each **Claim** under Insuring Agreement A that seeks only **Section 502(c) Penalties**
Retention:	**$250,000**	for each **Claim** under Insuring Agreement A that seeks only **Section 507 Penalties**
Retention:	**$250,000**	for each **Claim** under Insuring Agreement A that seeks only **Section 4975 Penalties**

2. The following is added to section **III. CONDITIONS**, **B. RETENTION** of the Liability Coverage Terms and Conditions:

   The Retention under this **Liability Coverage** for each **Claim** under Insuring Agreement A set forth in ITEM 5 of the Declarations will not apply to each **Claim** that seeks only **Section 502(c) Penalties** and, instead, the Retention for each **Claim** that seeks only **Section 502(c) Penalties** will be the amount set forth in ITEM 5 of the Declarations as the Retention for each **Claim** under Insuring Agreement A that seeks only **Section 502(c) Penalties**.

   The Retention under this **Liability Coverage** for each **Claim** under Insuring Agreement A set forth in ITEM 5 of the Declarations will not apply to each **Claim** that seeks only **Section 507 Penalties** and, instead, the Retention for each **Claim** that seeks only **Section 507 Penalties** will be the amount set forth in ITEM 5 of the Declarations as the Retention for each **Claim** under Insuring Agreement A that seeks only **Section 507 Penalties**.

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The Retention under this **Liability Coverage** for each **Claim** under Insuring Agreement A set forth in ITEM 5 of the Declarations will not apply to each **Claim** that seeks only **Section 4975 Penalties** and, instead, the Retention for each **Claim** that seeks only **Section 4975 Penalties** will be the amount set forth in ITEM 5 of the Declarations as the Retention for each **Claim** under Insuring Agreement A that seeks only **Section 4975 Penalties**.

3. The following is added to section 1 of **III. CONDITIONS, C. LIMITS OF LIABILITY**, of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all:

(1) **PPACA Civil Money Penalties** will be the PPACA Civil Money Penalties Limit of Liability set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, any applicable limit of liability.

(2) **Section 502(c) Penalties** will be the Section 502(c) Penalties Limit of Liability set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, any applicable limit of liability;

(3) **Section 507 Penalties** will be the Section 507 Penalties Limit of Liability set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, any applicable limit of liability; and

(4) **Section 4975 Penalties** will be the Section 4975 Penalties Limit of Liability set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, any applicable limit of liability.

4. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

PPACA Civil Money Penalties means civil money penalties or fines imposed on any **Insured** pursuant to the Patient Protection and Affordable Care Act, as amended, including any rules or regulations promulgated thereunder. **PPACA Civil Money Penalties** does not include any civil money penalties imposed on any **Insured** pursuant to section 4980H of the Internal Revenue Code.

Section 502(c) Penalties means civil penalties imposed on any **Insured** pursuant to Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended, including such penalties imposed on any **Insured** pursuant to the Pension Protection Act of 2006, as amended, including **Section 507 Civil Money Penalties**.

Section 507 Penalties means civil money penalties imposed on any **Insured** pursuant to Section 507 of Title V of the Pension Protection Act of 2006, as amended.

Section 4975 Penalties means the 15% or less tax imposed on any **Insured** as a penalty pursuant to Section 4975 of the Internal Revenue Code, as amended.

5. The following replaces section 1 of **II. DEFINITIONS**, **M**. **Loss**, of the **Liability Coverage**:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **PPACA Civil Money Penalties**; **Section 502(c) Penalties**; **Section 507 Penalties**; civil penalties under Sections 502(i) and 502(l) of **ERISA** or the privacy provisions of **HIPAA**; but only to the extent that this Policy is construed by a competent court of jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such Settlement Fees or civil penalties are insurable under the laws of that jurisdiction; or, in the United Kingdom, civil penalties imposed by the Pensions Ombudsmen appointed by the Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority, Pensions Regulator, or any successor body thereto, provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes (except **Section 4975 Penalties**); or damages or types of relief deemed uninsurable under applicable law; provided that **Defense Expenses** will be provided for items specifically excluded from **Loss** pursuant to section II. DEFINITIONS, M. Loss, 1., subject to the other terms, conditions, and exclusions of this **Liability Policy**;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following is added to section **II. DEFINITIONS**:

   Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or

   3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section **III. CONDITIONS**:

   SANCTIONS

   This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section **III. CONDITIONS**, **A. TERRITORY**:

   A. TERRITORY AND VALUATION

   1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

   2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.

   3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

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4. The following is added to section **III. CONDITIONS**, **E. CLAIM DEFENSE**:

   In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section III. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

   If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, then this section III. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section III. CONDITIONS, P. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND ACQUISITIONS CONDITION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability

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It is agreed that:

The following replaces section **III. CONDITIONS**, **L. ACQUISITIONS**:

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, but only with respect to **Wrongful Acts** occurring after such acquisition or formation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following will be deleted from the third paragraph of section **III. CONDITIONS, K. CHANGE OF CONTROL:**

   Entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

2. The following will be deleted from the second paragraph of section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD:**

   "The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period."

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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TRAVELERS

THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

I. INSURING AGREEMENTS

The Company will pay on behalf of:

A. the **Insured Persons, Loss** for **Wrongful Acts**, except for **Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;

B. the **Insured Organization, Loss** for **Wrongful Acts** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and

C. the **Insured Organization, Loss** for **Wrongful Acts**,

resulting from any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

The Company will also pay on behalf of the **Insured Organization, Investigation Expense** resulting from any **Security Holder Derivative Demand** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, against an **Insured Organization** for **Wrongful Acts**. The Company's maximum limit of liability for all **Investigation Expense** will be the Investigation Expense Limit of Liability set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

II. SUPPLEMENTAL PERSONAL INDEMNIFICATION

If ITEM 5 of the Declarations indicates that coverage for Supplemental Personal Indemnification Coverage has been purchased, and if the **Liability Coverage Limit of Liability** under this **Liability Coverage** or a **Liability Coverage Shared Limit of Liability**, if applicable, has been exhausted, the Company will provide the **Insured Persons** with an additional Supplemental Personal Indemnification Limit of Liability under Insuring Agreement A. Such Supplemental Personal Indemnification Limit of Liability will not exceed the amount set forth in ITEM 5 of the Declarations, which amount is in addition to and not part of the **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. This Supplemental Personal Indemnification Limit of Liability applies solely to **Loss** resulting from any **Claim,** other than a **Claim** for an employment-related **Wrongful Act,** against an **Insured Person** to which Insuring Agreement A. is applicable.

III. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in this Section III. DEFINITIONS:

A. ***Claim*** means:

1. a written demand, other than a **Security Holder Derivative Demand**, for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of charges, formal investigative order, service of summons, or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld;

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6. a **Security Holder Derivative Demand** solely with respect to **Investigation Expenses** and subject to the **Investigation Expense Limit of Liability** set forth in ITEM 5 of the Declarations;

7. the service of a subpoena on an **Insured Person** identified by name if served upon such person pursuant to a formal administrative or regulatory proceeding, or

8. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**, provided that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim.** However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim.**

B. ***Executive Officer*** means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, or **LLC Manager** of the **Insured Organization** or a functional equivalent thereof.

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

D. ***Insured Organization*** means the **Named Insured,** any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

E. ***Insured Person*** means any natural person who was, is or becomes a duly elected or appointed member of the board of directors, officer, or a functional equivalent to a member of the board of directors or officer of the **Insured Organization** in the event the **Insured Organization** is incorporated or domiciled outside the United States, member of the board of managers, **Executive Officer**, employee, or member of a management committee or an advisory committee of the **Insured Organization**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

F. ***Investigation Expense*** means reasonable and necessary fees, costs and expenses incurred by the **Insured Organization**, including its board of directors, board of managers or any duly constituted committee thereof, in connection with any investigation or evaluation by the **Insured Organization** of any **Security Holder Derivative Demand**.

G. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, back and front pay, compensatory damages, punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:

1. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; or
2. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS. P. ALLOCATION of the Liability Coverage Terms and Conditions.

H. ***Outside Entity*** means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

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I. ***Outside Position*** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

J. ***Security Holder Derivative Claim*** means any **Claim** brought on behalf of, or in the name or right of, the **Insured Organization** by one or more security holders of the **Insured Organization** in their capacity(ies) as such, but only if such **Claim** is brought and maintained without the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof.

K. ***Security Holder Derivative Demand*** means a written demand by one or more security holders of the **Insured Organization** in their capacity(ies) as such to bring a civil proceeding in a court of law on behalf of, or in the name or right of, the **Insured Organization** against any **Insured Person** for a **Wrongful Act** by an **Insured Person**, but only if such demand is asserted without the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof.

L. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly 50% of the issued and outstanding voting stock and whose management and operation the **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

M. ***Wrongful Act*** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured Person** in his or her capacity as such;
2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured Person** in his or her **Outside Position**;
3. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, the **Insured Organization**; or
4. any matter asserted against an **Insured Person** solely by reason of his or her status as such.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

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A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of any tangible property including damage to, destruction of, loss of, or loss of use of tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, loss of reputation, libel, slander, oral or written publication of defamatory or disparaging material, or invasion of privacy; provided that this exclusion will not apply to:
   a. any **Claim** for emotional distress, mental anguish, or humiliation with respect to any employment related **Wrongful Act**; or
   b. any **Security Holder Derivative Claim**.
3. The **Company** will not be liable for **Loss** for any **Claim**:
   a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
   b. based upon or arising out of any 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, any **Pollutant**; or
   c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**,

   provided this exclusion does not apply to any **Security Holder Derivative Claim**.
4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA) (except the Equal Pay Act), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including

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amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA.

9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion will not apply to:
   a. any **Security Holder Derivative Claim** or any **Security Holder Derivative Demand**;
   b. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;
   c. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Insured Organization**;
   d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such capacity for at least four (4) years preceding the date the **Claim** is first made; and who brings and maintains the Claim without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made;
   e. any **Claim** for an employment related Wrongful Act brought by an employee; or
   f. any **Claim** brought by an employee for a **Wrongful Act** in connection with an offer, purchase or sale of securities if:
      i. the employee brings the **Claim** solely in his or her capacity as a security holder of the **Insured Organization** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made; and
      ii. the employee is not a member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof and has not served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made.

10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity**; provided that this exclusion will not apply to any **Claim** brought derivatively by a security holder of such **Outside Entity** in his or her capacity as such.

11. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:
   a. the public offer, sale, solicitation or distribution of securities issued by the **Insured Organization**; or
   b. the violation of any federal, state, local or provincial statute relating to securities, including the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder.

   provided that this exclusion will not apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 (an "Exempt Transaction").

   In addition, if at least thirty (30) days prior to an offering of securities of the **Insured Organization**, other than pursuant to an Exempt Transaction, the Company receives notice of the proposed transaction and any additional information requested by the Company, the **Insured Organization** may request a proposal for coverage subject to any additional terms and conditions, and payment of any additional premium, described in such proposal.

12. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by an entity that is, or was a **Subsidiary,** or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.

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13. The Company will not be liable for **Loss** for any **Claim,** with respect to Insuring Agreement C. only:

a. for any plagiarism;

b. for any misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights;

c. based upon or arising out of any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;

d. based upon or arising out of any employment related **Wrongful Act**; or

e. for any liability of the **Insured Organization** under any express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

a. committing any intentionally dishonest or fraudulent act or omission;

b. committing any willful violation of any statute, rule or law; or

c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any related or similar federal, state or local law or regulation.

V. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in Section IV. EXCLUSIONS above. Solely with respect to exclusion B.1. set forth above, no conduct of any **Insured** will be imputed to any other **Insured** to determine if coverage is available.

VI. CONDITIONS

A. RETENTION

This Section VI. CONDITIONS A. RETENTION will supplement, and not replace, Section III. CONDITIONS B. RETENTION of the Liability Coverage Terms and Conditions.

No retention will apply to **Defense Expenses** resulting from any **Claim**, other than a **Claim** for an employment related **Wrongful Act**, and the Company will reimburse the **Insured Organization** for any such retention paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or

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2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection.

As a condition of any reimbursement of the retention as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstituted after payment by the Company.

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** will refuse to consent to such Settlement Offer, the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** does not exceed the remaining applicable limit of liability.

C. PRESUMPTION OF INDEMNIFICATION

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B. and the Retention set forth in the Declarations will apply to any **Loss** as to which indemnification by the **Insured Organization** or any **Outside Entity** is legally permissible, whether or not actual indemnification is made, unless such indemnification is not made by the **Insured Organization** or such **Outside Entity** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization** and each **Outside Entity**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Person**s to the fullest extent permitted by law.

D. OTHER INSURANCE AND INDEMNIFICATION

This **Liability Coverage** will apply only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or (2) indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**. This **Liability Coverage** will not be subject to the terms of any other insurance.

E. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** will not exceed the largest single available limit of liability under any such coverage.

F. ORDER OF PAYMENTS

If **Loss,** other than **Defense Expenses,** from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability will remain available, the Company will pay **Loss** for such **Claim** to which Insuring Agreements B. and C. apply.

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Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company will either pay or withhold payment of **Loss** from such **Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for **Loss** from any such **Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF INSURED PERSONS TO INCLUDE ADVISORY BOARD MEMBERS ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **III. DEFINTIONS, E. Insured Person** of the **Liability Coverage:**

Insured Person also means any natural person who was, is, or becomes a duly elected or appointed member of an advisory board of the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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CRUCIAL EVENT MANAGEMENT COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Crucial Event Management Limit of Liability:	$ 25,000	for all **Crucial Event Management Loss**, which amount is part of, and not in addition to, the **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable

2. The following is added to section ***I. INSURING AGREEMENTS*** of the **Liability Coverage**:

   CRUCIAL EVENT MANAGEMENT COVERAGE

   The Company will pay, on behalf of the **Insured Organization**, **Crucial Event Management Loss** for any **Crucial Event Management Matter** first occurring during the **Policy Period**.

3. The following are added to section ***III. DEFINITIONS*** of the **Liability Coverage**:

   Crucial Event Management Firm means any crucial event or crisis management firm or public relations firm hired by the **Insured Organization** with the Company's written consent, which will not be unreasonably withheld, to perform services for an **Insured** to minimize potential harm to the **Insured Organization** arising from a **Crucial Event Management Matter**.

   Crucial Event Management Loss means the: reasonable costs, charges, fees, and expenses of the **Crucial Event Management Firm** in connection with the **Crucial Event Management Matter**, incurred subsequent to a **Crucial Event Management Matter**, regardless of whether a **Claim** is made against an **Insured** arising from the **Crucial Event Management Matter** and, in the event a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**.

   Crucial Event Management Matter means:

   1. the death, incapacity or criminal indictment of any **Insured Person** on whom the **Insured Organization** maintains key person life insurance;

   2. a public announcement of the recall of a major product of the **Insured Organization**;

   3. a public announcement or accusation that the **Insured Organization** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible real estate, including the loss of use thereof;

   4. a public announcement of employee layoffs in excess of **20%** of the **Insured Organization's** total number of employees;

   5. a public announcement that the **Insured Organization** has defaulted or intends to default on its debt;

   6. a public announcement that the **Insured Organization** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Insured Organization**, or that bankruptcy proceedings are imminent, whether voluntary or involuntary; or

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7. a public announcement that governmental or regulatory proceedings are beginning or may begin against the **Insured Organization**;

A **Crucial Event Management Matter** will first begin when an **Executive Officer** becomes aware of the matter, and will conclude when the **Crucial Event Management Firm** advises the **Insured Organization** that such matter no longer exists or when the Crucial Event Management Limit of Liability set forth in ITEM 5 of the Declarations is exhausted.

4. The following is added to section ***III. CONDITIONS***, **C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions:

The Company's maximum limit of liability for all **Crucial Event Management Loss** first made during the **Policy Period** is the Crucial Event Management Limit of Liability set forth in ITEM 5 of the Declarations. Such Crucial Event Management Limit of Liability is part of, and not in addition to, the Directors, Officers, and Organization Limit of Liability under this **Policy**.

5. The following is added to section ***III. CONDITIONS***, **B. RETENTION** of the **Liability Coverage**:

No Retention applies to **Crucial Event Management Loss**.

6. The following is added to section ***III. CONDITIONS*** of the Liability Coverage Terms and Conditions:

As a condition precedent to exercising rights under this **Policy**, the **Insured** must give the Company written notice of any **Crucial Event Management Matter** or circumstances that could give rise to a **Crucial Event Management Matter** as soon as practicable after an **Executive Officer** first becomes aware of a **Crucial Event Management Matter**.

As a condition precedent to exercising rights under this **Policy**, the **Insured** must:

1. include within any notice of a **Crucial Event Management Matter** or circumstance a description of the **Crucial Event Management Matter** or circumstance, the nature of the **Crucial Event Management Matter** or circumstance, the nature of the alleged or potential damage, the names of **Insured Persons** involved, and a description of how the **Insured** first became aware of such **Crucial Event Management Matter** or circumstance; and

2. give to the Company such other information and cooperation as the Company may reasonably request.

All notices under this section must be sent or delivered to the Company, at the address set forth in ITEM 3 of the Declarations, and will be deemed received and effective upon the earliest of actual receipt by the addressee, or one day following the date such notice is sent.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPRESS CONTRACT EXCLUSION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 13., e.:

13. The Company will not be liable for **Loss** for any **Claim,** with respect to Insuring Agreement C. only:

    e. for any liability of the **Insured Organization** under any express contract or agreement, except to the extent that the **Insured Organization** would have been liable in the absence of such express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND SECTION IV. EXCLUSIONS, B. 1. - FINAL NON-APPEALABLE ADJUDICATION IN ANY PROCEEDING OTHER THAN A PROCEEDING INITIATED BY THE COMPANY ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section ***IV. EXCLUSIONS***, **B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**, 1., of the **Liability Coverage**:

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

   a. committing any intentionally dishonest or fraudulent act or omission;

   b. committing any willful violation of any statute, rule, law; or

   c. gaining any profit, remuneration or financial advantage to which such **Insured** was not legally entitled;

   provided that this exclusion will not apply unless a final non-appealable adjudication in any proceeding other than a proceeding initiated by the Company establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above- mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND PRODUCT EXCLUSION ENDORSEMENT – SECURITY HOLDER CLAIM CARVEBACK

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section 13., c. of **IV. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

13. The Company will not be liable for **Loss** for any **Claim**, with respect to Insuring Agreement C only:

    c. based upon or arising out of any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy, or dangerous condition in such product or in its design or manufacture; provided that this exclusion will not apply to any **Claim** brought by one or more security holders of the **Insured Organization** in their capacity as such;

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND LOSS DEFINITION TO INCLUDE COVERAGE CARVEBACKS FOR LIQUIDATED DAMAGES UNDER THE AGE DISCRIMINATION IN EMPLOYMENT, EQUAL PAY, AND FAMILY MEDICAL LEAVE ACTS, AND CIVIL PENALTIES UNDER THE FOREIGN CORRUPT PRACTICES ACT ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **III. DEFINITIONS**, **G. Loss**, 1.:

1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; provided, **Loss** includes:
   a. liquidated damages awarded under the Age Discrimination in Employment Act, the Equal Pay Act, or the Family Medical Leave Act;
   b. civil penalties assessed against any **Insured Person** pursuant to the Foreign Corrupt Practices Act of 1977 §§ 15 U.S.C. 78dd-2(g)(2)(B) and 78ff(c)(2)(B) and the United Kingdom Bribery Act of 2010 (Eng.) § 11(1)(a), to the extent that the violations of such laws are neither intentional nor willful; or

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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EXTRADITION COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **III. DEFINITIONS**, **A. Claim** of the **Liability Coverage**:

   Claim also means a request for **Extradition**.

2. The following is added to section **II. DEFINITIONS**, **F. Defense Expenses** of the Liability Coverage Terms and Conditions:

   Defense Expenses also means **Extradition Expenses**.

3. The following is added to section **III. DEFINITIONS** of the **Liability Coverage**:

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

   Extradition Expenses means the reasonable legal fees and expenses incurred by an **Insured Person** in lawfully opposing, challenging, resisting, or defending against any request for, or any effort to obtain, the **Extradition** of such **Insured Person**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED VERSUS INSURED AND OUTSIDE ENTITY EXCLUSIONS ENDORSEMENT – WHISTLEBLOWER ACTIVITY CLARIFICATION; CARVEBACKS FOR CREDITOR COMMITTEES, FORMER DIRECTORS AND EMPLOYEES, AND CLAIMS BROUGHT OUTSIDE THE UNITED STATES

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Whistleblower Activity means activity protected under any whistleblower protection provision of any applicable federal, state, local or foreign securities law or regulation that affords protection to a natural person, other than the filing of a proceeding, causing a proceeding to be filed, or any other activity that is engaged in on a voluntary basis.

2. The following replaces section **IV. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 9.:

   9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion will not apply to:

      a. any **Security Holder Derivative Claim** or any **Security Holder Derivative Demand**;

      b. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;

      c. any **Claim** brought by a receiver, liquidator, bankruptcy trustee, member of a creditors' committee, or similar official of the **Insured Organization**;

      d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such a capacity for at least the number of years set forth in the Specified Number of Years of Director, Officer or Trustee Service schedule below, preceding the date the **Claim** is first made; and who brings and maintains the **Claim** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such a capacity during the period of years set forth in the Specified Number of Years of Director, Officer or Trustee Service schedule below, immediately preceding the date the **Claim** is first made;

      e. any **Claim** for an employment related **Wrongful Act** brought by an employee;

      f. any **Claim** brought by an employee for a **Wrongful Act** in connection with an offer, purchase or sale of securities if:

         i. the employee brings the **Claim** solely in his or her capacity as a security holder of the **Insured Organization** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the period of years set forth in the Specified Number of Years of Employed Service schedule below, immediately preceding the date the **Claim** is first made; and

         ii. the employee is not a member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof and has not served in such capacity during the period of years set forth in the Specified Number of Years of Employed Service schedule below, immediately preceding the date the **Claim** is first made; or

      g. any **Claim** brought or maintained by any **Insured Person**, if such **Insured Person** is required to bring such **Claim** under any applicable code, regulation or statute of any jurisdiction outside the United States.

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For purposes of applying this exclusion, an **Insured Person's Whistleblower Activity** alone will not constitute solicitation, assistance, or participation.

3. The following replaces section **IV. EXCLUSIONS** , **A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 10.:

   10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity** ; provided that this exclusion will not apply to:

       a. any **Claim** brought derivatively by a security holder of such **Outside Entity** in his or her capacity as such; or

       b. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Outside Entity**.

Specified Number of Years of Director, **Officer or Trustee Service**: 2

Specified Number of Years of Employed Service: 2

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA AND PRIVACY EXCLUSION WITH SIDE A AND SECURITY HOLDER CARVEBACK ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **IV. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

a. any loss or theft of, disclosure of, or unauthorized access to or use of, personal private or personal confidential information;

b. any unauthorized access to a computer system;

c. any use of authorized access to cause intentional harm to a computer system;

d. any denial-of-service attack against a computer system;

e. any introduction of malicious code into a computer system;

f. failure to provide an authorized user with access to a computer system;

g. any violation of law regarding the protection, use, collection, destruction, disclosure of, loss of, access to, or storage of personal private or personal confidential information; or

h. the failure to provide notification required by law in connection with a. through g.;

provided however, this exclusion will not apply to any **Claim**: (i) under Insuring Agreement A., or (ii) brought by one or more security holders of the **Insured Organization** in his or her capacity as such, including a **Security Holder Derivative Claim** or **Security Holder Derivative Demand**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **III. DEFINITIONS, G. Loss** of the **Liability Coverage:**

Loss means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, back and front pay, compensatory damages, punitive or exemplary damages or the multiple portion of any multiplied damage award for which an **Insured** is vicariously liable, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:

1. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; or
2. any amount allocated to non-covered loss pursuant to section **III. CONDITIONS, P. ALLOCATION** of the Liability Coverage Terms and Conditions.

To the extent that this **Liability Coverage** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida,**Loss** does not exclude coverage for direct or vicarious punitive or exemplary damages or the multiple portion of any multiplied damage award incurred by the **Insureds** if such damages are insurable under the laws of that jurisdiction.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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This endorsement modifies the following:

Employment Practices Liability

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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TRAVELERS

THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENT

A. The Company will pay on behalf of the **Insured**, **Loss** for any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Employment Practice**.

B. If ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, the Company will pay on behalf of the **Insured**, **Loss** for any **Third Party Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Third Party Wrongful Act**.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in section II. DEFINITIONS:

A. ***Claim*** means an **Employment Claim** or, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, a **Third Party Claim**. A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.

B. ***Claimant*** means:

1. a past, present or future **Employee** of or applicant for employment with the **Insured Organization**;

2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Organization**; or

3. any **Independent Contractor**.

C. ***Discrimination*** means any actual or alleged:

1. violation of any employment discrimination law; or

2. disparate treatment of, or the failure or refusal to hire a **Claimant** or **Outside Claimant** because he or she is or claims to be a member of a class which is or is alleged to be legally protected.

D. ***Employee*** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:

1. who is on the payroll of the **Insured Organization**, including:

   a. any in-house general counsel of the **Insured Organization**; and

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b. any other full-time, part-time, and seasonal worker;

2. who is a volunteer or temporary worker; or

3. whose services have been leased by the **Insured Organization**.

Independent Contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

E. ***Employment Agreement*** means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

F. ***Employment Claim*** means:

1. a written demand for monetary damages or non-monetary relief;

2. a civil proceeding commenced by service of a complaint or similar pleading;

3. a criminal proceeding commenced by filing of charges;

4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;

5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, or against an **Insured Person** serving in an **Outside Position** by or on behalf of or for the benefit of an **Outside Claimant**, for a **Wrongful Employment Practice**; provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

G. ***Executive Officer*** means an officer, member of the board of directors, natural person partner, principal, risk manager, **LLC Manager**, in-house general counsel, member of the staff of the human resources department of the **Insured Organization** or a functional equivalent thereof.

H. ***Independent Contractor*** means any natural person who is not an **Employee** but who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act**.

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

J. ***Insured Organization*** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

K. ***Insured Person*** means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.

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In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

L. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. "**Loss**" does not include:

1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;

2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;

3. medical, pension, disability, life insurance, **Stock Benefit** or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of:

   a. medical, pension, disability, life insurance, or other similar employee benefits; or

   b. **Stock Benefits** of an **Insured Organization** whose equity or debt securities are not publicly traded, including on a stock exchange or another organized securities market,

   as consequential damages for a **Wrongful Act**; or

4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

M. ***Outside Claimant*** means:

1. a past, present or future **Outside Employee** of or applicant for employment with an **Outside Entity**;

2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of present or former **Outside Employees** or applicants for employment; or

3. any natural person independent contractor who performs labor or service for the **Outside Entity** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Outside Entity**.

N. ***Outside Employee*** means a natural person whose labor or service is engaged by and directed by an **Outside Entity** and:

1. who is on the payroll of an **Outside Entity**, including:

   a. any in-house general counsel of the **Outside Entity**; and

   b. any other full-time, part-time, and seasonal worker;

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2. who is a volunteer or temporary worker; or

3. whose services have been leased by the **Outside Entity**.

The status of an individual as an **Outside Employee** will be determined as of the date of the alleged **Wrongful Employment Practice**.

O. ***Outside Entity*** means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or

2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

P. ***Outside Position*** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

Q. ***Retaliation*** means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** or **Outside Claimant** on account of such **Claimant's** or **Outside Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** or **Outside Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

R . ***Sexual Harassment*** means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature:

1. which is made a term or condition of a **Claimant's** or **Outside Claimant's** employment or advancement;

2. which the submission to or rejection of is used as a basis for decisions affecting the **Claimant** or **Outside Claimant**; or

3. which has the purpose or effect of creating an intimidating, hostile or offensive work environment.

S. ***Stock Benefit*** means compensation provided to **Employees** in the form of equity or debt securities or rights to purchase equity or debt securities or the value thereof, including any grant of stock, restricted stock, stock options or warrants, phantom stock, stock appreciation rights, or performance shares.

T. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;

2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;

3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation the **Insured**

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Organization solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or

4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

U. ***Third Party Claim*** means:

1. a written demand for monetary damages or non-monetary relief;

2. a civil proceeding commenced by service of a complaint or similar pleading;

3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;

4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding.

V. ***Third Party Wrongful Act*** means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or

2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

W. ***Workplace Harassment*** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

X. ***Wrongful Act*** means:

1. a **Wrongful Employment Practice** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Insured Organization**;

2. a **Wrongful Employment Practice** by an **Insured Person** in his or her **Outside Position** occurring in the course of or arising out of an **Outside Claimant's** employment, application for employment or performance of services with an **Outside Entity**; or

3. **a Third Party Wrongful Act**, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage has been purchased.

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All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

Y. ***Wrongful Employment Practice*** means any actual or alleged:

1. **Discrimination**;

2. **Retaliation**;

3. **Sexual Harassment**;

4. **Workplace Harassment**;

5. **Wrongful Termination**;

6. breach of **Employment Agreement**;

7. violation of the Family Medical Leave Act;

8. employment-related misrepresentation;

9. employment-related defamation, including libel or slander, or invasion of privacy;

10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;

11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;

12. employment-related wrongful infliction of emotional distress; or

13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with a **Wrongful Employment Practice** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant** or **Outside Claimant**.

Z. ***Wrongful Termination*** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Organization**, or the actual or constructive termination of an employment relationship between an **Outside Claimant** and an **Outside Entity**, in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.

2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, or loss of consortium; provided that this exclusion will not apply to that portion of a **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation, or loss of reputation.

3. The **Company** will not be liable for **Loss** for any **Claim**:

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a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;

b. based upon or arising out of any 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, any **Pollutant**; or

c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided that this exclusion will not apply to **Claims** for **Retaliation**.

4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.

7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion will not apply to **Claims** for **Retaliation**.

8. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or **Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Claims** for **Retaliation**.

10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.

11. The Company will not be liable for **Loss** for any **Third Party Claim**:

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a. alleging price discrimination, or other violation of any antitrust or unfair trade practices law; or

b. against an **Insured Person** solely due to their service in an **Outside Position**.

12. The Company will not be liable for **Loss** for any **Claim** for any liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased employee with the **Insured Organization** or for liability under any agreement governing the terms of the labor or service of any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement.

13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

a. **Claims** for **Retaliation**; or

b. any actual or alleged violation of the Equal Pay Act.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

IV. CONDITIONS

A. SETTLEMENT

1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:

a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and

b. the amount of such Settlement Offer:

i. is less than the remaining applicable limit of liability available at the time; and

ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;

the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.

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2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:

   a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and

   b. the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

B. OTHER INSURANCE

1. This **Liability Coverage** is primary, except as expressly stated otherwise in this **Liability Coverage**.

2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:

   a. against any leased or temporary worker; or

   b. for a **Third Party Wrongful Act**.

3. With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:

   a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or

   b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.

4. This **Liability Coverage** will not be subject to the terms of any other insurance.

C. OUTSIDE POSITIONS - LIMIT OF LIABILITY

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, for such **Claim** will not exceed the largest single available limit of liability under such coverage.

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DOWNSIZING EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following is added to section **III.EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any layoff, downsizing, or reduction in work force by the **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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REDLINING EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following is added to section **III. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will not be liable for **Loss** for any **Third Party Claim** alleging denial or restriction of any loan, lease or extension of credit to any person for discriminatory reasons, including the geographic area where the person resides or other demographics, regardless of the person's personal credit worthiness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIRD PARTY SEXUAL HARASSMENT COVERAGE ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **V. Third Party Wrongful Act**:

V. ***Third Party Wrongful Act*** means, with respect to any natural person other than a **Claimant**, any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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WAGE AND HOUR LAW ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

1. The following is added to section **III. CONDITIONS**, **C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

   However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** is further limited by the following:

   The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** under the Employment Practices Liability coverage will not exceed the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations, which amount is included within and not in addition to, any applicable limit of liability.

2. The following is added to section **III. CONDITIONS**, **D. ADDITIONAL DEFENSE COVERAGE** of the Liability Coverage Terms and Conditions:

   The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** under the Employment Practices Liability coverage that are paid pursuant to the **Additional Defense Limit of Liability** will not exceed the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** will be part of, and not in addition to, the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations and such Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following is added to ITEM 5. of the Declarations:

   Wage and Hour Law
   Claim Limit of Liability $ 100,000 for all **Wage and Hour Law Claims**

4. The following is added to section **II. DEFINITIONS** of the Employment Practices Liability coverage part:

   Wage and Hour Law Claim means any **Employment Claim** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that **Wage and Hour Law Claim** will not include **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

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5. The following is added to section **II. DEFINITIONS**, **Y. Wrongful Employment Practice** of the Employment Practices Liability coverage part:

Wrongful Employment Practice also means the violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**.

6. The following is deleted from section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS,** of the Employment Practices Liability coverage part:

13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

a. **Claims** for **Retaliation**; or

b. any actual or alleged violation of the Equal Pay Act.

7. The following is added to section **III. EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES** of the Employment Practices Liability coverage part:

The Company will not be liable for **Loss**, other than **Defense Expenses** up to the Wage and Hour Law Claim Limit of Liability set forth in ITEM 5 of the Declarations, for any **Claim** for the violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

a. **Claims** for **Retaliation**; or

b. any actual or alleged violation of the Equal Pay Act.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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OUTSIDE ENTITY TO INCLUDE ANY NON-PROFIT ENTITY ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **O. Outside Entity**:

O. ***Outside Entity*** means any corporation or organization:

1. other than the **Insured Organization,** which is a non-profit entity; or

2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIRD PARTY FHA AND ADA VIOLATIONS BASED ON PHYSICAL DESIGN ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

1. The following replaces section **II. DEFINITIONS V.,** ***Third Party Wrongful Act***:

   V. ***Third Party Wrongful Act*** means, with respect to any natural person other than a **Claimant**, any actual or alleged:

   1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; provided **Third Party Wrongful Act** will not include any actual or alleged violation of the Fair Housing Act or the Americans with Disabilities Act of 1990, as amended, or any similar or related provisions of any federal, state, or local statutory or common law or any amendments, rules or regulations promulgated under any of the foregoing that is based upon, arising out of, or attributable to, the physical design or construction of a facility, dwelling, building, object, or structure designed, constructed, operated or owned by the **Insured** or any of the **Insured's** operating partnerships; or

   2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

2. The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

   The Company will not be liable for **Loss** for any **Third Party Claim** based upon or arising out of any violation of the Fair Housing Act or the Americans with Disabilities Act of 1990, as amended, or any similar or related provisions of any federal, state, or local statutory or common law or any amendments, rules or regulation promulgated under any of the foregoing that is based upon, arising out of, or attributable to, the physical design or construction of a facility, dwelling, building, object, or structure designed, constructed, operated or owned by the **Insured** or any of the **Insured's** operating partnerships.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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EMPLOYMENT-RELATED DISPARAGEMENT AND FALSE IMPRISONMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section ***II. DEFINITIONS***, **Y. Wrongful Employment Practice**:

Wrongful Employment Practice also means any actual or alleged employment-related disparagement and also means any actual or alleged false imprisonment.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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WORKPLACE VIOLENCE EXPENSES ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Workplace Violence Expenses Limit of Liability:	$250,000 for all **Workplace Violence Expenses**, which amount is in addition to, and not part of, any applicable limit of liability.

2. The following is added to section **I. INSURING AGREEMENT** of the **Liability Coverage**:

   The Company will reimburse the **Insured Organization**, **Workplace Violence Expenses** incurred by the **Insured Organization** as a result of any **Workplace Violence Event;**

   1. first occurring during the **Policy Period**; and,
   2. reported to the Company as soon as practicable after an **Executive Officer** becomes aware such **Workplace Violence Event** has occurred, but in no event later than 90 days after the expiration of the **Policy Period**;

   up to the amount of the **Workplace Violence Expenses** Limit of Liability set forth in ITEM 5 of the Declarations of this **Liability Coverage**.

3. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

   Premise means the buildings, facilities or properties occupied by the **Insured Organization** in conducting its business.

   Workplace Violence Event means any intentional:

   1. use of deadly force; or
   2. threat of deadly force with the display of a lethal weapon;

   which occurs on or in the **Premise** and which did or could result in bodily injury or death to an **Insured Person**.

   Workplace Violence Expenses means the reasonable fees, costs, and expenses incurred and paid by the **Insured Organization** for:

   1. the services of an independent security consultant for 90 days following a **Workplace Violence Event**;
   2. the services of an independent public relations consultant for 90 days following a **Workplace Violence Event**;
   3. counseling services provided to employees by an independent consultant on the **Premises** for up to 120 days following a **Workplace Violence Event**;
   4. the services of an independent security guard(s) and other reasonable costs to secure the **Premises** for up to 15 days following a **Workplace Violence Event**; or
   5. the services of an independent private forensic analyst for 120 days following a **Workplace Violence Event**.

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4. The following is added to section **III. EXCLUSIONS** of the **Liability Coverage**:

   The Company will not be liable for **Workplace Violence Expenses** based upon or arising out of a **Workplace Violence Event** arising out of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; provided that this exclusion will not apply to any "act of terrorism" as defined in the Terrorism Risk Insurance Act of the United States of America as amended.

5. The following is added to section **III. CONDITIONS**, **B. RETENTION**, of the Liability Coverage Terms and Conditions:

   No retention shall apply to **Workplace Violence Expenses** Coverage.

6. The following is added to section **III. CONDITIONS**, **C. LIMITS OF LIABILITY**, of the Liability Terms and Conditions:

   The Company's maximum limit of liability for all **Workplace Violence Events** under the Employment Practices Liability coverage will not exceed the Workplace Violence Expenses Limit of Liability set forth in ITEM 5 of the Declarations.

   The Workplace Violence Expenses Limit of Liability will be in addition to, and not part of, the **Liability Coverage Limit of Liability** as set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND WRONGFUL EMPLOYMENT PRACTICE DEFINITION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section **II. DEFINITIONS**, **Y. Wrongful Employment Practice**:

Wrongful Employment Practice also means negligent employment reference.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND WRONGFUL ACT DEFINITION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section **II. DEFINITIONS**, **X. Wrongful Act**:

Wrongful Employment Practice or **Third Party Wrongful Act** includes such practice or act carried out by any means, including any electronic means of communication, such as the Internet, email, instant messaging, social networking services or blogs.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **D. Employee**, 2.:

who is a volunteer or temporary worker, including interns; or

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND DEFINITION OF WORKPLACE HARASSMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **W. Workplace Harassment**:

Workplace Harassment means any actual or alleged harassment, including bullying, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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IMMIGRATION CLAIMS ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Immigration Claim Limit of Liability	$100,000	for all **Immigration Claims**

2. The following is added to section **I. INSURING AGREEMENT** of the **Liability Coverage**:

   The Company will pay, on behalf of the **Insured**, **Defense Expenses** resulting from any **Immigration Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

3. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

   Immigration Claim means a civil or criminal investigation of any **Insured** brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency for an actual or alleged violation of the responsibilities, obligations or duties imposed on an **Insured** by the Immigration Reform and Control Act of 1986 or any other similar federal or state laws or regulations in connection with the actual or alleged hiring or harboring of illegal aliens.

4. The following is added to section **II. DEFINITIONS**, **F. Employment Claim**:

   Employment Claim also means an **Immigration Claim** but solely as respects coverage provided herein.

5. The following is added to section **III. CONDITIONS**, **C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

   The Company's maximum limit of liability for **Defense Expenses** for all **Immigration Claims** under the Employment Practices Liability coverage will not exceed the Immigration Claim Limit of Liability for all **Immigration Claims** set forth in ITEM 5 of the Declarations, which amount is included within and not in addition to, any applicable limit of liability.

6. The following is added to section **III. CONDITIONS**, **D. ADDITIONAL DEFENSE COVERAGE** of the Liability Coverage Terms and Conditions:

   Additional Defense Coverage is not applicable to **Immigration Claims**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WARN ACT VIOLATION CLAIMS EXCLUSION WITH DEFENSE EXPENSE COVERAGE AT A REDUCED LIMIT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following is added to section **III. CONDITIONS**, **C . LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

   However, the Company's maximum limit of liability for **Defense Expenses** for all **WARN Act Violation Claims** is further limited by the following:

   The Company's maximum limit of liability for **Defense Expenses** for all **WARN Act Violation Claims** under the Employment Practices Liability coverage will not exceed the WARN Act Violation Claims Limit of Liability for all **WARN Act Violation Claims** set forth in ITEM 5 of the Declarations, which amount is included within and not in addition to, any applicable limit of liability.

2. The following is added to section **III. CONDITIONS**, **D. ADDITIONAL DEFENSE COVERAGE** of the Liability Coverage Terms and Conditions:

   The Company's maximum limit of liability for **Defense Expenses** for all **WARN Act Violation Claims** under the Employment Practices Liability coverage that are paid pursuant to the **Additional Defense Limit of Liability** will not exceed the WARN Act Violation Claims Limit of Liability for all **WARN Act Violation Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** will be part of, and not in addition to, the WARN Act Violation Claims Limit of Liability for all **WARN Act Violation Claims** set forth in ITEM 5 of the Declarations and such WARN Act Violation Claims Limit of Liability for all **WARN Act Violation Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following is added to ITEM 5. of the Declarations:

   WARN Act Violation Claims Limit of Liability $100,000 for all **WARN Act Violation Claims**

4. The following is added to section **II. DEFINITIONS** of the Employment Practices Liability coverage part:

   WARN Act Violation Claims means any **Employment Claim** for any actual or alleged violation of the responsibilities, duties, or obligations imposed on any **Insured** under the Worker Adjustment and Retraining Notification Act; provided that **WARN Act Violation Claims** will not include **Claims** for **Retaliation**.

5. The following is added to section **II. DEFINITIONS**, **Y. Wrongful Employment Practice** of the Employment Practices Liability coverage part:

   Wrongful Employment Practice also means any violation of the responsibilities, duties, or obligations imposed on any **Insured** under the Worker Adjustment and Retraining Notification Act.

6. The following replaces section **III. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS,** 7. of the Employment Practices Liability coverage part:

   7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion will not apply to **Claims** for **Retaliation**.

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7. The following is added to section **III. EXCLUSIONS**, **B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES** of the Employment Practices Liability coverage part:

   The Company will not be liable for **Loss**, other than **Defense Expenses** up to the WARN Act Violation Claim Limit of Liability set forth in ITEM 5 of the Declarations, for any **Claim** for the violation of responsibilities, duties or obligations imposed on an **Insured** under the Worker Adjustment and Retraining Notification Act; provided that this exclusion will not apply to **Claims** for **Retaliation**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMEND THIRD PARTY WRONGFUL ACT DEFINITION TO INCLUDE HARASSMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **V. Third Party Wrongful Act**:

V. ***Third Party Wrongful Act*** means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or
2. harassment, including unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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FLORIDA CHANGES ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS**, **L.**:

L. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award for which an **Insured** is vicariously liable; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. **Loss** does not include:

1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;

2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;

3. medical, pension, disability, life insurance, **Stock Benefit** or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of:

    a. medical, pension, disability, life insurance, or other similar employee benefits; or

    b. **Stock Benefits** of an **Insured Organization** whose equity or debt securities are not publicly traded, including on a stock exchange or another organized securities market,

    as consequential damages for a **Wrongful Act**; or

4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

To the extent that this **Liability Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida, this definition does not exclude coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award incurred by the **Insureds** if such damages are insurable under the laws of that jurisdiction.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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FLORIDA

This endorsement modifies the following:

Fiduciary Liability

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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TRAVELERS

THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENTS

A. The Company will pay on behalf of the **Insured**, **Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Act**.

B. The Company will pay on behalf of the **Insured**, **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice**; provided that participation by the **Insured** in any **Settlement Program** commences during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

A. ***Administration*** means:

1. giving counsel, advice, or notice to employees of the **Insured Organization**, participants, or beneficiaries with respect to **Employee Benefits**;
2. interpreting **Employee Benefits**;
3. handling records in connection with **Employee Benefits**; or
4. effecting enrollment, termination or cancellation of employees of the **Insured Organization**, participants, or beneficiaries under an **Employee Benefits** program.

B. ***Claim*** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor, the Pension Benefit Guaranty Corporation, or a similar government agency that is located outside of the United States, including, in the United Kingdom, the Pensions Ombudsmen appointed by the Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority, or any successor body thereto;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives

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written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.

C. ***Employee Benefits*** means benefits provided through an **Employee Benefit Plan** or a **Multiemployer Plan,** and also includes benefits provided under workers' compensation insurance, unemployment insurance, Social Security, disability insurance, and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and amendments thereto.

D. ***Employee Benefit Plan*** means**:**

1. any **Welfare Plan** which was, is now, or becomes sponsored solely by the **Insured Organization** exclusively for the benefit of employees of the **Insured Organization**;
2. any **Pension Plan**, including an **Employee Stock Ownership Plan**, which was, or is, sponsored solely by the **Insured Organization** exclusively for the benefit of employees of the **Insured Organization** and which existed on or before the Inception Date set forth in ITEM 2 of the Declarations;
3. any group or group-type insurance program, including a Health Savings Account (HSA) program, that meets the safe harbor conditions set forth in 29 C.F.R. 2510.3-1(j)(1), or any benefit plan that is not subject to Title I of **ERISA**, including any fringe benefit or excess benefit plan, that was, is now, or becomes sponsored solely by the **Insured Organization** exclusively for the benefit of employees of the **Insured Organization**; or
4. any **Pension Plan** for which coverage is provided pursuant to section V. CONDITIONS B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN of this **Liability Coverage.**

E. ***Employee Stock Ownership Plan*** means any plan so defined in Section 407(d)(6)(A) of ERISA, or any similar or related federal, state or local law or regulation.

F. ***ERISA*** means the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.

G. ***ESOP Administration*** means**:**

1. giving notice to employees of the **Insured Organization**, participants, or beneficiaries with respect to **Employee Stock Ownership Plan** benefits;
2. interpreting **Employee Stock Ownership Plan** benefits;
3. handling records in connection with **Employee Stock Ownership Plan** benefits; or
4. effecting enrollment, termination or cancellation of employees of the **Insured Organization**, participants, or beneficiaries under an **Employee Stock Ownership Plan**.

H. ***Executive Officer*** means a member of the board of directors or governors, officer, member of the board of trustees, natural person general partner, principal, risk manager, **LLC Manager**, in-house general counsel of the **Insured Organization** or a functional equivalent thereof. **Executive Officer** also includes any natural person trustee of any **Employee Benefit Plan**.

I. ***HIPAA*** means the Health Insurance Portability and Accountability Act of 1996, as amended.

J. ***Insured*** means the **Insured Persons**, the **Insured Organization**, and any **Employee Benefit Plan.**

K. ***Insured Organization*** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

L. ***Insured Person*** means any natural person who was, is now or becomes a trustee, member of the board of directors or governors, management committee member, general partner, officer, **LLC Manager**, in-house general counsel, member of an **Employee Benefit Plan** committee, or employee of the **Insured Organization** or of an **Employee Benefit Plan**, while acting in his or her capacity as a fiduciary of an **Employee Benefit Plan** or as a person performing **Administration** or **ESOP Administration**.

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In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

M. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Liability Coverage**, **Settlement Fees**. **Loss** does not include:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; civil penalties under Sections 502(i) and 502(l) of **ERISA** or the privacy provisions of **HIPAA**; or, in the United Kingdom, civil penalties imposed by the Pensions Ombudsmen appointed by the Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority, Pensions Regulator, or any successor body thereto, provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
2. payment of medical benefits, pension benefits, severance, or **Employee Benefits** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:
   a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
   b. that portion of any damage, settlement or judgment covered as **Loss** under this **Liability Coverage** that represents a loss to any **Employee Benefit Plan**, or loss to any account of a participant in any **Employee Benefit Plan**, by reason of a change in value of any investments held by such **Employee Benefit Plan** or such account, including investments in the securities of the **Insured Organization**, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or
3. any amount allocated to non-covered loss pursuant to section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

N. ***Multiemployer Plan*** means a **Pension Plan** or **Welfare Plan** maintained pursuant to one or more collective bargaining agreements to which the **Insured Organization** and at least one other employer is required to contribute.

O. ***Pension Plan*** means any plan so defined in Section 3(2) of ERISA or any similar or related federal, state, local, or foreign law or regulation.

P. ***Settlement Fees*** mean any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of a **Wrongful Act**. **Settlement Fees** will not include any costs or expenses other than such fees, penalties or sanctions.

Q. ***Settlement Program*** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service or Department of Labor of the United States, including the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program, and the Voluntary Fiduciary Correction program, entered into by the **Insured Organization**.

R. ***Settlement Program Notice*** means a prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

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S. ***Subsidiary*** means**:**

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly 50% of the issued and outstanding voting stock and whose management and operation the **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
4. subject to the provisions set forth in section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

T. ***Welfare Plan*** means any plan so defined in Section 3(1) of ERISA or any similar or related federal, state, local, or foreign law or regulation.

U. ***Workplace Misconduct*** means:

1. any actual or alleged failure or refusal to hire or employ an applicant for employment with the **Insured Organization**;
2. any actual or alleged termination or constructive termination of an employment relationship with the **Insured Organization**;
3. any actual or alleged demotion of, refusal to train or promote an employee of the **Insured Organization**;
4. any other act or omission by which an **Insured** allegedly treats one employee of the **Insured Organization** differently from another in compensation, terms, conditions, opportunities or privileges of employment, including acts or practices taken for the purpose of or which have the impact of distinguishing among, limiting, segregating or classifying employees of the **Insured Organization** or applicants for employment with the **Insured Organization** in their compensation terms, conditions, opportunities or privileges of employment on any of the following grounds: race, color, national origin, religion, creed, gender, sexual orientation, pregnancy, disability, medical condition, age, marital status, Vietnam Era Veteran status, military service, or any other legally protected category, status or characteristic established pursuant to federal, state or other law, regulation or ordinance, including Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Americans With Disabilities Act or the Family Medical Leave Act;
5. any adverse employment action with regard to an employee of the **Insured Organization** on account of such employee's exercise or attempted exercise of rights protected by law, including the Family Medical Leave Act, or on account of the employee of the **Insured Organization** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law; or
6. any actual or constructive termination of an employment relationship with the **Insured Organization** in a manner or for a reason which is contrary to applicable law or in violation of a written, oral or implied agreement, other than a collective bargaining agreement, for continued employment.

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V. ***Wrongful Act*** means**:**

1. any actual or alleged breach of fiduciary duty by or on behalf of the **Insured** with respect to any **Employee Benefit Plan**, including:
   a. any actual or alleged breach of duties, obligations and responsibilities imposed by **ERISA,** COBRA, **HIPAA,** or by any similar or related federal, state, local, or foreign law or regulation, in the discharge of the **Insured's** duties with respect to an **Employee Benefit Plan**; or
   b. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of an **Employee Benefit Plan**; or
2. any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **Administration** of **Employee Benefits.**

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, or humiliation.
3. The Company will not be liable for **Loss** for any **Claim**:
   a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
   b. based upon or arising out of any 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, any **Pollutant**, or
   c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

   provided this exclusion will not apply to any **Claim** by or on behalf of a beneficiary of, or participant in, any **Employee Benefit Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Employee Benefit Plan** in any organization, other than the **Insured Organization**, if such diminution in value is allegedly as a result of a **Pollutant**.
4. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, other than an **Employee Benefit Plan**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
5. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation other than COBRA, **HIPAA** or **ERISA**.

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6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

7. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

8. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.

9. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.

10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Workplace Misconduct**, other than **Claims** asserted under **ERISA**.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

   a. committing any intentionally dishonest or fraudulent act or omission;

   b. committing any willful violation of any statute, rule, law; or

   c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

   provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT B

The Company will pay no **Settlement Fees** or **Defense Expenses** with respect to any **Claim** or investigation in connection with a **Settlement Program**, of which any **Insured** first became aware or received notice prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above.

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V. CONDITIONS

A. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN

If, during the **Policy Period**, the **Insured Organization** acquires or forms an **Employee Benefit Plan**, which is then solely sponsored by the **Insured Organization** exclusively for the benefit of the employees of the **Insured Organization**, this **Liability Coverage** will provide coverage for that acquired or formed **Employee Benefit Plan** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Coverage**, but only for **Claims** for **Wrongful Acts** which occur wholly during the time that the **Insured Organization** is sole sponsor with regard to the **Employee Benefit Plan**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company's underwriters may require, all within 90 days after the effective date of such acquisition or formation. Coverage for the acquired or formed **Employee Benefit Plan** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided that: (1) the total assets of the acquired or formed **Employee Benefit Plan**, as of the effective date of such acquisition or formation, do not exceed 30% of the total plan assets shown on the most recent **Application** submitted by the **Insured Organization**, or (2) the acquisition or formation occurs fewer than 90 days prior to the end of the **Policy Period**.

Notwithstanding the foregoing, if such acquired or formed **Employee Benefit Plan** is an **Employee Stock Ownership Plan** that is not part of, and is separate from, any other **Pension Plan**, the coverage provided pursuant to this section V. CONDITIONS B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN to such **Employee Stock Ownership Plan** will be limited to any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **ESOP Administration** of **Employee Benefits**.

C. MERGER OF PLANS

If, during the **Policy Period**, an **Employee Benefit Plan** is merged with another **Employee Benefit Plan**, this **Liability Coverage** will continue to provide coverage for both plans, subject to all other terms and conditions of this **Liability Coverage** and only for so long as this **Liability Coverage** remains in effect as to the **Named Insured**.

If, during the **Policy Period**, an **Employee Benefit Plan** ("Covered Plan") is merged with another **Welfare Plan** or **Pension Plan** for which coverage is not provided under this **Liability Coverage** ("Uncovered Plan"), this **Liability Coverage** will continue to provide coverage for only the Covered Plan, subject to all other terms and conditions of this **Liability Coverage** and only for so long as this **Liability Coverage** remains in effect as to the **Named Insured**, but only for **Claims** for **Wrongful Acts** which occurred prior to the date of such merger.

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D. SALE OF PLAN

If, prior to or during the **Policy Period**, any **Employee Benefit Plan** is sold, this **Liability Coverage** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Liability Coverage** and only for so long as this **Liability Coverage** remains in effect as to the **Named Insured**. The coverage provided pursuant to this section V. CONDITIONS D. SALE OF PLAN will apply only:

1. for **Claims** for **Wrongful Acts** which occurred prior to the date of such sale;
2. while such plan was sponsored solely by the **Insured Organization** exclusively for the benefit of employees of the **Insured Organization**; and
3. if notice of such sale is given to the Company prior to the end of such **Policy Period**.

E TERMINATION OF PLAN

If before or during the **Policy Period** any **Employee Benefit Plan** is terminated, this **Liability Coverage** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Liability Coverage** for so long as this **Liability Coverage** remains in effect as to the **Named Insured**.

F. OTHER INSURANCE

This **Liability Coverage** will apply only as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**. This **Liability Coverage** will not be subject to the terms of any other insurance.

G. ORDER OF PAYMENTS

If **Loss**, other than **Defense Expenses**, from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay such **Loss** for such **Claim** for which the **Insured Organization** is not permitted by law to indemnify any **Insured Person**, or is permitted or required to indemnify such **Insured Person** but does not do so by reason of **Financial Insolvency**; then
2. to the extent that any amount of the applicable limit of liability remains available, the Company will pay such **Loss** for such **Claim** incurred by the **Insured Organization** directly or through indemnification.

Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company will either pay or withhold payment of **Loss** from such **Claim** pursuant to the order of payments set forth herein, as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for unindemnified **Loss** from any such **Claim** as specified in 1. above, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.

H. SETTLEMENT PROGRAM LIMIT OF LIABILITY AND RETENTION

The Company's maximum limit of liability for all **Settlement Fees** and **Defense Expenses** in connection with a **Settlement Program Notice** will be the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability. However, if ITEM 5 of the Declarations indicates that Additional Defense Coverage is applicable, **Defense Expenses** incurred in connection with a **Settlement Program Notice** will apply first to and reduce the remaining **Additional Defense Limit of Liability**; provided that the Settlement Program Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

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Settlement Fees and **Defense Expenses** incurred with respect to a **Settlement Program Notice** will be subject to the applicable Retention set forth in ITEM 5 of the Declarations. If a **Claim** results in a **Settlement Program Notice**, the applicable Retentions will be applied separately to such **Claim** and **Settlement Program Notice**, respectively, but the sum of such Retentions will not exceed the largest of such Retentions.

I. SETTLEMENT PROGRAM EXTENDED REPORTING PERIOD AND RUN-OFF EXTENDED REPORTING PERIOD

1. The Extended Reporting Period described in section III. CONDITIONS O. of the Liability Coverage Terms and Conditions, if purchased, will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves an **Employee Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

2. The Run-Off Extended Reporting Period described in section III. CONDITIONS K. of the Liability Coverage Terms and Conditions, if purchased, will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Run-Off Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Run-Off Extended Reporting Period and involves an **Employee Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of the **Change of Control.**

J. HIPAA LIMIT OF LIABILITY

The Company's maximum limit of liability for all civil money penalties under the privacy provisions of **HIPAA** will be the amount set forth in ITEM 5 of the Declarations as the HIPAA Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

K. INSURED'S DUTIES IN THE EVENT OF A SETTLEMENT PROGRAM NOTICE

All **Settlement Program Notices** must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** will not enter into a **Settlement Program** or incur any **Defense Expenses** in connection with a **Settlement Program Notice** or **Settlement Fees** without the Company's prior written consent, such consent not to be unreasonably withheld. The Company will not be liable for any such **Defense Expenses** or **Settlement Fees** to which it has not consented.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE WORKPLACE MISCONDUCT EXCLUSION ENDORSEMENT

This endorsement changes the following:

Fiduciary Liability

It is agreed that:

The following is deleted from section ***III. EXCLUSIONS*, A**. **EXCLUSIONS APPLICABLE TO ALL LOSS, 10**.

10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Workplace Misconduct**, other than **Claims** asserted under **ERISA**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above- mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SECTION III. EXCLUSIONS B.1. – FINAL NON-APPEALABLE ADJUDICATION IN ANY PROCEEDING OTHER THAN A PROCEEDING INITIATED BY THE COMPANY ENDORSEMENT

This endorsement changes the following:

Fiduciary Liability

It is agreed that:

The following replaces section 1 of **III. EXCLUSIONS**, **B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**:

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

   a. committing any deliberate dishonest or fraudulent act or omission;

   b. committing any willful violation of any statute, rule, law; or

   c. gaining any profit, remuneration or financial advantage to which such **Insured** was not legally entitled;

   provided that this exclusion will not apply unless a final non-appealable adjudication in any proceeding other than a proceeding initiated by the Company establishes that such **Insured** committed such deliberate dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or financial advantage to which such **Insured** was not legally entitled.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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HEALTHCARE EXCHANGE ENDORSEMENT

This endorsement changes the following:

Fiduciary Liability

It is agreed that:

1. The following is added to **II. DEFINITIONS**, **C. Employee Benefits**:

   Employee Benefits also means benefits available to employees of the **Insured Organization** through a **Healthcare Exchange**.

2. The following is added to **II. DEFINITIONS**:

   Healthcare Exchange means any public, private, or government sponsored entity established to facilitate the purchase of health insurance in accordance with the Patient Protection and Affordable Care Act.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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REMOVE ACQUISITIONS CONDITION THRESHOLD ENDORSEMENT

This endorsement changes the following:

Fiduciary Liability

It is agreed that:

The following replaces section **V. CONDITIONS**, **B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN**:

If, during the **Policy Period**, the **Insured Organization** acquires or forms an **Employee Benefit Plan**, which is then solely sponsored by the **Insured Organization** exclusively for the benefit of the employees of the **Insured Organization**, this **Liability Coverage** will provide coverage for that acquired or formed **Employee Benefit Plan** and its respective **Insured Persons** subject to all other terms and conditions of this **Liability Policy**, but only with respect to **Wrongful Acts** occurring after such acquisition or formation.

However, if such acquired or formed **Employee Benefit Plan** is an **Employee Stock Ownership Plan** that is not a part of any other **Pension Plan**, the coverage provided pursuant to this section V. CONDITIONS, B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN to such **Employee Stock Ownership Plan** will be limited to any actual or alleged negligent act, error, or omission by or on behalf of the **Insured** in the **ESOP Administration** of **Employee Benefits**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies the following:

Fiduciary Liability

It is agreed that:

1. The following replaces section **II. DEFINITIONS, M. Loss:**

M. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages, or the multiple portion of any multiplied damage award, for which an **Insured** is vicariously liable; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Liability Coverage**, **Settlement Fees**, but only the extent that this **Liability Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** are insurable under the laws of that jurisdiction. **Loss** does not include:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; civil penalties under Sections 502(i) and 502(l) of **ERISA** or the privacy provisions of **HIPAA**, but only to the extent that this **Liability Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** or civil penalties are insurable under the laws of that jurisdiction; or, in the United Kingdom, civil penalties imposed by the Pensions Ombudsmen appointed by the Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority, Pensions Regulator, or any successor body thereto, provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;

2. payment of medical benefits, pension benefits, severance, or **Employee Benefits** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:
   a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
   b. that portion of any damage, settlement or judgment covered as **Loss** under this **Liability Coverage** that represents a loss to any **Employee Benefit Plan**, or loss to any account of a participant in any **Employee Benefit Plan**, by reason of a change in value of any investments held by such **Employee Benefit Plan** or such account, including investments in the securities of the **Insured Organization**, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or

3. any amount allocated to non-covered loss pursuant to section **III. CONDITIONS, P. ALLOCATION** of the Liability Coverage Terms and Conditions.

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To the extent that this **Liability Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida, **Loss** does not exclude coverage for direct or vicarious punitive or exemplary damages, or the multiple portion of any multiplied damage award, incurred by the **Insureds** if such damages are insurable under the laws of that jurisdiction.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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REAL ESTATE SERVICES EXCLUSION ENDORSEMENT (WITH SUPERVISION CARVE-BACK)

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

Solely with respect to the **Liability Coverage(s)** shown above, the following is added to **EXCLUSIONS APPLICABLE TO ALL LOSS:**

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** related to the performance of or failure to perform any professional services for others in connection with the **Insured Organization's** real estate business, including the purchase, sale, rental, leasing or valuation of real property, the arrangement of financing on real property, or any advice by any of the **Insureds** in connection with any of the above. However, this exclusion shall not apply to any **Claim** for a **Wrongful Act** by any **Insured Person** in the management or supervision of the performance of any such professional services.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INITIAL PUBLIC OFFERING EXCLUSION (BROAD) ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **III. DEFINITIONS** of the **Liability Coverage:**

   Initial Public Offering Filing means the filing by the **Insured Organization** of an offering memorandum or registration statement including a Form S-1 under the Securities Act of 1933 or foreign equivalent, with the Securities Exchange Commission or foreign equivalent.

   Initial Public Offering means the actual offer, sale, or trading of securities in connection with an **Initial Public Offering Filing**.

2. The following replaces section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS,** 11. of the **Liability Coverage:**

   11. The Company will not be liable for **Loss** for any **Claim** based on or arising out of the sale or trading of securities pursuant to an **Initial Public Offering**, including any ongoing reporting requirements under Securities Exchange Act of 1934 or foreign equivalent provided, that this exclusion will not apply to:

      a. any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 or foreign equivalent (an "Exempt Transaction"); or

      b. the failure of the **Insured Organization** to undertake or complete an **Initial Public Offering**; or

      c. a **Wrongful Act** relating to the **Insured Organization's** preparation for any **Initial Public Offering**, including any presentations made by the **Insured Organization** or **Executive Officers** in connection with such offering.

   This exclusion shall not apply until the actual trading of securities in connection with an **Initial Public Offering**.

   In addition, if the **Named Insured** provides notice of an **Initial Public Offering** within 30 days of the **Initial Public Offering Filing** thereof to the Company along with any additional information which the Company may request, the Company shall offer to the **Insured Organization** a proposal for coverage for such resulting **Initial Public Offering** subject to any additional terms and conditions,and payment of any additional premium, described in such proposal.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered,*" then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Membe**r, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

b. who is a non-compensated officer;

c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

d. while acting as a non-compensated fund solicitor during fund raising campaigns;

e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

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2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
   i. that the **Insured** owns or leases;
   ii. that the **Insured** holds for others:
      (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
      (b) while in transit and in the care and custody of a **Messenger**; or
   iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

   i. at face value in the **Money** issued by that country; or

   ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

   i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE GENERAL AGREEMENT E. - CHANGE OF CONTROL - NOTICE REQUIREMENTS ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **II. GENERAL AGREEMENTS**, **E. CHANGE OF CONTROL – NOTICE REQUIREMENTS**:

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to the **First Named Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

   3. Extended Period to Discover Loss

   The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

   a. no later than 90 days from the date of cancellation or termination; and

   b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

   Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATION FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

	Single Loss Limit of Insurance	Single Loss Retention
Telecommunication Fraud	$100,000	$5,000

2. The following is added to section **I. INSURING AGREEMENTS**:

   TELECOMMUNICATION FRAUD

   The Company will pay the **Insured** for its **Telecommunication Charges** directly caused by **Telecommunication Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Whenever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

   Telecommunication Charges mean amounts charged to the **Insured** by its telephone service provider.

   Telecommunication Fraud means the unauthorized access to, or use of, the **Insured's** telephone system by a person or entity other than an **Employee**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$10,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

   1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

   1. a **Vendor**, or that **Vendor's** attorney;
   2. a **Client**, or that **Client's** attorney;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

   Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS**, G. **Computer System**:

   G. ***Computer System*** means:

      1. any computer; and
      2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

   that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

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5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C. **Client**:

   C. ***Client*** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, E. **Computer Fraud**:

   E. ***Computer Fraud*** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

      1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
      2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME** .

   For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

   Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section **III. DEFINITIONS**, AA. **Funds Transfer Fraud**:

   AA. ***Funds Transfer Fraud*** means:

      1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
      2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

   Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section **III. DEFINITIONS**, DD. **Insured**:

   DD. ***Insured*** means:

      1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
         a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
         b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.

      2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
         a. the **First Named Insured**,
         b. any **Subsidiary**,
         c. any **Sponsored Plan**, or
         d. any other entity listed in Item 1. of the Declarations.

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9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:

   G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.

   H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

   R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
      1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
      2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
         a. Insuring Agreement A.;
         b. Insuring Agreement E.;
         c. Insuring Agreement F1., or
         d. the Social Engineering Fraud Insuring Agreement.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

    T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:
       1. while in the mail; or
       2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

    This **Crime Policy** will not apply to:

    a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
    b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
    c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
    d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
    e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
    f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
    g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED AGENTS AS EMPLOYEES FOR EMPLOYEE THEFT AND/OR EMPLOYEE THEFT OF CLIENT PROPERTY ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

Solely with respect to the coverage shown above, and solely with respect to the Insuring Agreement(s) indicated as applicable below by ☒ :

Insuring Agreements

☒ A.1. Employee Theft

☐ A.3. Employee Theft of Client Property

SCHEDULE

Capacity of Designated Agent	Single Loss Limit of Insurance	Single Loss Retention
Melissa Prewitt Qualified Broker	**$3,000,000**	**$25,000**

1. Section III. DEFINITIONS S. "***Employee***" is amended to include each natural person, partnership or corporation the **Insured** appoints in writing to act as the **Insured's** agent in the capacity shown in the SCHEDULE above while acting on the **Insured's** behalf or while in possession of **Money**, **Securities** and **Other Property**. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this **Crime Policy** may have been amended by endorsement to provide such coverage for **Employee(s)** as they are defined in Section III. DEFINITIONS of the **Crime Policy**.

   Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one **Employee** for the purposes of this insurance, provided, however, Section V. CONDITIONS D.4. applies individually to each of them.

2. The most the Company will pay under this **Crime Policy** for loss caused by an agent included as an **Employee** by this endorsement is the Single Loss Limit of Insurance shown in the SCHEDULE above. Such Single Loss Limit of Insurance is part of, not in addition to, the Single Loss Limit of Insurance shown in ITEM 5 of the Declarations as applicable to Insuring Agreement A.1. or A.3.

3. The Company will not pay the **Insured** for any **Single Loss** caused by an agent included as an **Employee** by this endorsement unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in the SCHEDULE above.

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4. If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then Section V. CONDITIONS B.1.a. applies to this endorsement, and any payment under this **Crime Policy** for loss caused by an agent included as an **Employee** by this endorsement reduces the Policy Aggregate Limit of Insurance by the amount of such payment.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE CONSOLIDATION, MERGER OR PURCHASE OF ASSETS AND ACQUISITIONS GENERAL AGREEMENTS ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **II. GENERAL AGREEMENTS**, **C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS**:

   If, during the **Policy Period**, the **Insured** merges with, purchases, or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for the merged, purchased, or acquired entity, subject to all other terms and conditions of this **Crime Policy**, but only with respect to a loss **Discovered** after the merger, purchase, or acquisition. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in ITEM 1 of the Declarations.

2. The following replaces section **II. GENERAL AGREEMENTS**, **D. ACQUISITIONS**:

   If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for the **Subsidiary**, and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, but only with respect to a loss **Discovered** after the acquisition.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET CLIENT AND SERVICE BROKER / AMEND DEFINITION OF EMPLOYEE / AMEND CLIENT PROPERTY LOCATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Service Broker means an entity, person or association with which the **Insured** has a written agreement for the **Insured** to perform services for **Clients** that are specified in the written agreement, but only while the written agreement is in effect.

2. The following replaces section **III. DEFINITIONS**, **C. Client**:

   C. ***Client*** means an entity, person or association for which the **Insured** performs services as specified in a written agreement between the **Insured** and:

      1. such entity, person or association; or
      2. a **Service Broker**,

      but only while the written agreement remains in effect.

3. Section **III. DEFINITIONS**, **D. Client Premises** is deleted.

4. Solely with respect to section **I. INSURING AGREEMENTS**, **A. FIDELITY 3. Employee Theft of Client Property** , the following replaces the final paragraph of section **III. DEFINITIONS**, **S. Employee**:

   Employee does not mean any agent, broker, factor, commission merchant, consignee, representative or other person of the same general character not specified in paragraphs 1. through 5. above.

5. The following replaces section **V. CONDITIONS**, **A.5.b.**:

   b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

      i. that the **Insured's Client** owns or leases;
      ii. that the **Insured's Client** holds for others; or
      iii. for which the **Insured's Client** is legally liable.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Service Broker** or **Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

At the written request of the **Insured**, loss payable under Insuring Agreement A.3. Employee Theft of Client Property, if any, will be payable jointly to the **Insured** and the **Insured's Client**, as their interests may appear.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following is added to ITEM 1. of the Declarations:

NAMED INSURED also means any entity in the Additional Named Insured Schedule.

ADDITIONAL NAMED INSURED SCHEDULE

VRP Holdings LLC

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Crime

It is agreed that:

1. Wherever it appears in this Policy or any endorsements attached hereto, the term ***First Named Insured*** is replaced with the term ***Named Insured***.

2. **Section V. A. 6.** Representation, Concealment, Misrepresentation or Fraud, is replaced by the following:

   6. Representation, Concealment, Misrepresentation or Fraud

      No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

      This **Crime Policy** may be void in any case of insurance fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** may also be void if the **Insured**, at any time, knowingly and with intent to injure, defraud or deceive any insurer, conceals or misrepresents a material fact concerning:

      a. this **Crime Policy**;
      b. the **Money**, **Securities** or **Other Property**;
      c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
      d. a claim under this **Crime Policy**.

3. **Section V. B. 8.** Legal Action Against the Company, subsection c. is replaced by the following:

   c. unless brought within five (5) years from the date the **Insured Discovers** the loss.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107726397**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

2. The Company may cancel:
   a. this **Crime Policy** in its entirety;
   b. an Insuring Agreement; or
   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation.

   If this **Crime Policy** has been in effect for 90 days or less it may be cancelled by mailing or delivering to the **First Named Insured** written notice of cancellation, accompanied by the reason for cancellation at least:
   a. **10** days (number of days must equal or exceed 10 days) before the effective date of cancellation if this **Crime Policy** is cancelled for nonpayment of premium; or
   b. **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if this **Crime Policy** is cancelled for any other reason, except that the Company may cancel immediately if there has been a material misstatement or misrepresentation; or a failure to comply with underwriting requirements established by the Company.

   If this **Crime Policy** has been in effect for more than 90 days it may be canceled only for one or more of the following reasons:
   a. nonpayment of premium;
   b. the **Crime Policy** was obtained by a material misstatement;
   c. there has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;
   d. there has been a substantial change in the risk covered by this **Crime Policy**; or
   e. the cancellation is for all **Insureds** under such policies for a given class of Insureds.

   The written notice of cancellation for any of these reasons, will be mailed or delivered to the **First Named Insured.** The notice of cancellation will state the reason for the cancellation and will be mailed **10** days (number of days must equal or exceed 10 days) before the effective date of cancellation if the cancellation is for (a) nonpayment of premium or **45** days (number of days must equal or exceed 45 days) for reasons (b) through (e) listed above.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known the Company. Notice will include the reason for cancellation. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy**

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or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elect not to renew, the Company will provide to the **First Named Insured** written notice to that effect, including the reason for nonrenewal, **45** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case **(Twenty) (20)** days (number of days must equal or exceed 20 days) written notice, including the reason for cancellation, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured** or **Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. The Company will refund any unearned premium computed at customary short rates that are no less than 90% of pro rata if this policy is canceled by the **Named Insured** or **Insurance Representative.** Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company will mail any unearned premium within 15 working days after the effective date of termination.

The Company will not be required to renew this policy upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect, including the reason for nonrenewal, **(Forty Five) (45)** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107726397**

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Supplemental Schedule H Report

For calendar plan year 2017 or fiscal plan year beginning and ending

A Name of plan	B Three-digit plan number (PN) ▶	
ABC Company 401(k) Plan		001
C Plan sponsor's name as shown on line 2a of Form 5500	D Employer Identification Number (EIN)	
ABC Company		

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)		
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

PLEASE NOTE: For all asset types (excluding loans) check the *Forfeiture/Asset Holding Account* section of the Plan Summary for possible additions to Ending Balance and/or Change in Value. See Investment Option Legend for fund name(s). Also refer to the *Fair Value Measurements for FASB ASC 820* section for Asset Classifications.

All Beginning of the Year Balances are taken from prior year's 5500 ending balances.

If applicable, go to *Account Summary; Participant Loan Account Summary; Ending Outstanding Loan Balance* LESS *Account Summary; Deemed Distributed Loans; Deemed Distributed Loan Balance*

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Ending Balance.* See Investment Option Legend for fund name(s).

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance.* NOTE: May need to subtract non-pooled separate account ending balances (i.e. Guaranteed Certificates, Money Market, etc.)

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.*

If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.* See Investment Option Legend for fund name(s).

SELF DIRECTED BROKERAGE: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance, plus activity under Forfeiture.* See Investment Option Legend for fund name(s).

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		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	0	0
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through 1j)	1k	0	0
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	0	0

EMPLOYER STOCK: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity; Total Ending Balance.* See Investment Option Legend for fund name(s).

If applicable, go to *Contributions/Deposits; Participant;* Include ALL *REGULAR* deposit type, employer money sources (i.e. *ERM1, ERO1*, etc.) If forfeitures for plan are used to reduce employer contributions please see text box A below.

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

If applicable, go to *Contributions/Deposits; Participant; Current Period* Include ALL *REGULAR* deposit type, employee money sources (i.e. *BTK1, RTH1*, etc.)

If applicable, go to *Additional Deposits; Rollover; Current Period Total.*

If applicable, go to *Deemed Distributed Loans; Financial Information – Deemed and Active Loan Summary; 5500 Entries column; Interest Assessed. Deemed loan interest is not included.*

GENERAL ACCOUNT INTEREST: If applicable, go to *Participant Summary by Investment Option; Summary of Dollar Activity;* Add *Interest/Dividends* plus *Change in Value* columns. See Investment Option Legend for fund name(s).

If applicable, go to *Participant Summary By Investment Option; Summary of Dollar Activity; Total Interest/Dividends.* See Investment Option Legend for fund name(s).

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Sales* column. See Investment Option Legend for fund name(s).

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Cost of Sales* column. See Investment Option Legend

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)		
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A), (B), (C), and line 2a(2)	2a(3)		0
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		0
(2) Dividends: (A) Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines 2b(2)(A), (B), and (C)	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		0
(5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		0

TEXT BOX A

If forfeitures are used to reduce employer contributions go to *Contributions/Deposits; Participant;* subtract all negative FORFEITURE deposit types.

EMPLOYER STOCK: If applicable, go to *Realized and Unrealized Gains/(Losses); Unrealized Gain/(Loss)* column. See Investment Option Legend for fund name(s).

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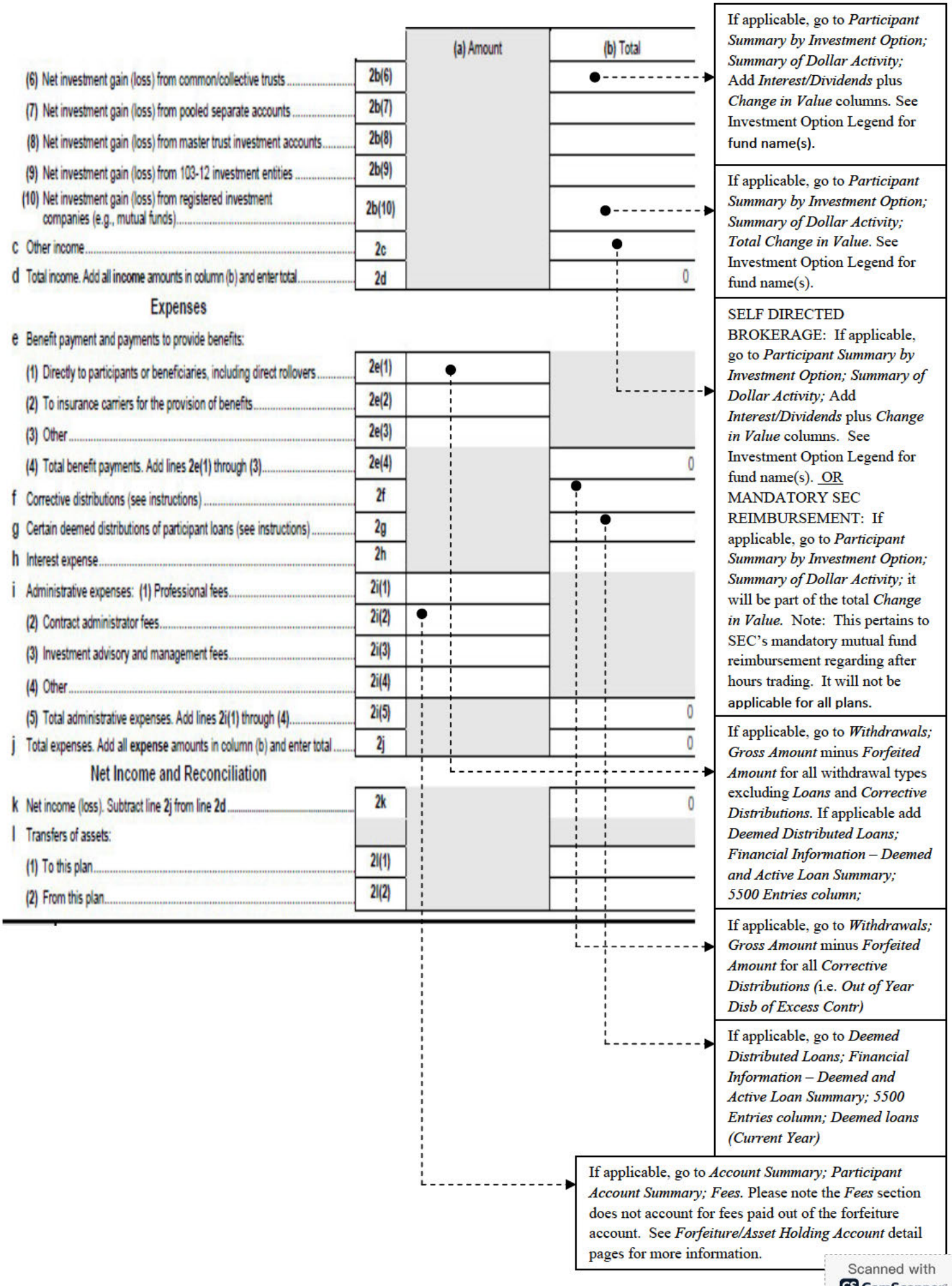

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