

Board of Directors

March 22, 2018

Executive Committee

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Ex Officio

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Ms. Susan Motley
Co-Chair, Pro Bono Committee
SBOT Labor and Employment Section
c/o Wood Weatherly Trial Law
3541 Teasley Lane, Suite 100
Denton, Texas 76210

Via e.mail: susan@wtwlawfirm.com

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Carol Cuenod Vickery

Rebecca Villanueva

The Reverend Tommy Williams

Paul Yale

Dear Ms. Motley,

On behalf of the Board of Directors, staff, volunteers and clients of The Beacon, we respectfully submit the following grant application to the State Bar of Texas Labor and Employment Section in support of our Beacon Law program and its work in providing free legal services for the underserved and homeless.

As a 501(c)(3) organization, The Beacon's mission is to provide essential and next-step services to restore hope and help end homelessness in Houston. In an effort to resolve homelessness, The Beacon plays a key role in a coordinated, city-wide effort to engage this population with essential services like hot homemade meals, access to shower and laundry facilities, physical and mental healthcare and pro bono legal services via Beacon Law.

Beacon Law is a champion for equal justice for these individuals and works to remedy the conditions that burden and marginalize them. Too often, simple legal matters stand in the way of access to income and employment as well as safe and affordable housing. The Beacon and Beacon Law play an integral role in identifying and addressing the needs of homeless individuals to remove any barriers that may keep them from escaping life on the streets.

Advisory Board

The Reverend Sarah Condon

The Right Reverend
C. Andrew Doyle

Deborah Duncan

Rochon Hall

Elena Marks

John Nau

Courtney Sarofim

Charles Tate

Thank you for your consideration of this application and please do not hesitate to contact either us with any questions you may have regarding this request.

Sincerely,



Becky Landes
Chief Executive Officer
blandes@beaconhomeless.org



Leslie Schweinle Ginzel
Program Director, Attorney
lsginzel@beaconlaw.org

*The deadline for submitting this application is March 23, 2018.
(Attach additional sheets if necessary)*

General Information:

Organization name (as stated on IRS 501(c)(3) letter) The Beacon of Downtown Houston

Grant amount requested: \$5,000

Tax Identification number: 71-0933434

Individual to contact: Julie Falcon

Street address: 1212 Prairie Street Houston, Texas 77002

Mailing address, if different: 1117 Texas Avenue Houston, Texas 77002

Phone number: 713-220-9736 Fax number: 713-220-9716

Email: jfalcon@beaconhomeless.org

Branch office locations: N/A

Does your organization have professional liability coverage? (Attach description)

Yes, description attached of professional liability coverage on the organizational level and program level.

Description of the Applicant Organization:

- **History of organization: Provide the origin and purpose of your organization, including the length of service to the community.**

The Beacon is a 501 (c)(3) nonprofit organization established in January 2007 with a mission of providing essential and next-step services to restore hope and help end homelessness in Houston. Located in the heart of downtown Houston in the John S. Dunn Outreach Center, The Beacon served more than 10,200 homeless individuals last year through its core programs: The Beacon Day Center, Beacon Law and Brigid's Hope.

These programs engage and empower homeless men and women by helping them recover from living on the streets. Specific to this request, the Beacon Law program provides high quality, courteous, and effective legal services to low-income individuals and communities. Priorities consist of five practice areas: access to safe and affordable housing, access to income and employment, access to healthcare, economic justice and consumer rights.

The goal of the program is to remove barriers to escaping homelessness, support individuals and families, preserve homes, maintain economic stability, ensure stability and health as well as identify and address the needs of vulnerable populations.

- **Description of organization: Describe the structure of your organization, including the number of people on your staff, and, if available, the gross amount of your annual budget.**

Formerly known as the Cathedral Justice Project, the program has been operating for more than 11 years and was folded into The Beacon organization in 2007, adopting its current name, Beacon Law, in 2014.

With a staff of five attorneys, four paralegals, one public benefits manager, one SOAR disability specialist and one Equal Justice Works Fellow, the team closed more than 3,700 in 2017 -- a 36% increase over the prior year. Client intake and legal screenings take place at The Beacon Day Center and in partnership with direct service providers throughout the community.

In addition, a roster of more than 40 pro bono attorneys help carry out the work of Beacon Law through a cloud-based case management system.

The overall 2018 operating budget for the organization is \$2,518,484 and the expense budget for Beacon Law is \$729,009.

- **Overview of services and activities: Describe the nature of the legal services provided by your organization, with special emphasis on those services provided for low income clients and how those services relate to labor and employment law issues.**

Beacon Law acts as a voice for a population that is often marginalized and unable to access mainstream legal representation because of their situation. Working through The Beacon Day Center as well as other community access points, Beacon Law attorneys are available to serve low-income and homeless individuals who are most in need of support.

Clients are able to access services based on the following criteria –

1. Income is below the federal poverty level (Grant funding received by Beacon Law limits the provision of services to those whose income is below 125% of the FPL. May of the cases referred by the judiciary fall just outside this threshold and as such those cases are unfunded by Beacon Law's primary funding. Beacon Law continues to represent these individuals regardless of that income guideline because the need and potential harm is too great.)

2. Homelessness – By definition of the United States Housing and Urban Development, homelessness includes persons that are literally living in the streets as well as those in transitional housing programs. Beacon Law also works with those who are at risk of becoming homeless because they are facing eviction or foreclosure.
3. United States citizenship or legal residency – Beacon Law is restricted from working with those who are undocumented.

Beacon Law provided direct representation in more than 3,700 cases last year.

Beacon Law's priorities consist of four core areas: access to safe and affordable housing, access to income and employment, economic justice, and consumer rights.

These core areas reflect Beacon Law's strategic focus to remove barriers to escaping homelessness, support individuals and families, preserve homes, maintain economic stability, ensure stability and health, and to identify and address the needs of vulnerable populations.

Funding Proposal:

Statement of the problem to be addressed. Describe the client or community needs to be addressed using these funds.

Having a criminal record can severely impact a person's life, often restricting them from gaining meaningful employment and getting out of the cycle of poverty. The good news is that the laws regarding record sealing are continuing to progress. Effective September 1, 2017, through new legislative changes, thousands of individuals became eligible to have minor nonviolent offense sealed from their criminal record. But, only if they are aware and can afford it.

With their long history of representing homeless and low-income individuals, the attorneys and paralegal staff of Beacon Law have seen the widespread need for civil legal aid in Houston for those living on the margins of society. Navigating the legal system and understanding the ever-changing laws and documents required for filing can be daunting for these individuals who are often just trying to get their basic needs met.

In alignment with the organization's mission and the legal services provided through its Beacon Law program, The Beacon seeks to increase its partnership and volume of work done through its "Clean Slate" initiative. Working in collaboration with the Harris County District Attorney's Office and the Juvenile and Capital Advocacy Project, the program is one of several partners working to clear criminal records for individuals in order to remove the barriers that keep them from accessing employment.

The work within the "Clean Slate" initiative is life-changing for the individuals served. The following data supports the need for this work in the community:

- Nearly 9 in 10 employers use background checks in hiring
- Individuals who were employed two months after reentering from the criminal justice system, were about half as likely to recidivate as those who were unemployed.

Sources: Society for Human Resource Management, "Background Checking - The Use of Criminal Background Checks in Hiring Decisions" (2012); Christy Visher, Sara Debus, and Jennifer Yahner, "Employment after Prison: A Longitudinal Study of Releases in Three States" (Washington: Urban Institute Justice Policy Center, 2008)

Proposed strategies for addressing the problem. Provide an overview of your organization’s plan to address this problem.

Beacon Law will expand access to clean slate tools (Expunction & Nondisclosure) to significantly impact unemployment and underemployment. Additionally, educational materials and resources will be provided to those with criminal records so they are better able to advocate for themselves and protect against discrimination under the Title VII of the Civil Rights Act of 1964.

The program is providing access to the clean slate tools through direct client services, clinics and other community events and leveraging its resources by training pro bono counsel in expunctions and nondisclosure case management. Additionally, educational materials are provided to all those who previously or currently have a criminal history, on effectively advocating for oneself, correcting invalid/erroneous information, and proper steps when faced with discriminatory employment/hiring practices.

A goal of assessing 2,000 individuals for clean slate eligibility has been set for 2018. While achievable, this will take support. Program staff intend to marshal existing volunteer resources around this effort by offering continuing legal education (CLE) clinics on expunction, juvenile record sealing and nondisclosure. Thanks to support from the State Bar of Texas – Corporate Counsel Section, the program has been able to recruit corporate counsel attorneys to assist homeless individuals with various legal matters in this effort.

Within this collaborative, this “Clean Slate” initiative brings a wealth of need in an area of expertise for the Beacon Law staff. Already, the team has established a one-hour CLE that outlines the processes for expunction, record sealing and nondisclosure including details on the nuances of working with adults versus minors.

The “Clean Slate” initiative will easily enable in-house counsel to provide pro bono services because of the organized CLE trainings and follow up support by staff in the Beacon Law program. Open cases will be made available through the program’s on-line case management system known as Clio.

Uses of requested funds. Specifically identify the costs for which these requested funds will be expended to address this problem.

Staff time for this project will be dedicated to preparing and carrying out a minimum of four CLE’s in the course of the year in addition to assistance and guidance by staff or in-house counsel volunteers as they get oriented and navigate the casework.

The rates per staff member include salary and other reasonable and necessary costs incurred by the positions.

<i>“Clean Slate” Initiative</i>		
Paralegal Support (Pro Bono Coordinator)	240 hours @ \$21/hour	\$5,040
Staff Attorney Commitment	120 hours @ \$47.55/hour	\$5,706
Total		\$10,746
Covered with committed grant funds		\$5,746
<i>Amount Requested from State Bar of Texas: Labor and Employment Section</i>		<i>\$5,000</i>

Signature and Certification: I hereby certify that this organization meets the criteria for this grant as set out in the Grant Guidelines and Procedures and that the answers stated in this application are true and correct.

Signature: Julie Julca

Title: Development Director

Date: 3/23/2018.

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

TEXAS COMPLAINT NOTICE

Figure: 28 TAC §1.601(a)(3):

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact XS/Group, Inc. first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el XS/Group, Inc. primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

19 October 2015
LMA9080B

DECLARATION PAGE**CLAIMS MADE FORM / DEFENSE WITHIN LIMITS**

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

1. Policy Issued To:

The Beacon of Downtown Houston dba Beacon Law
dba Beacon Law
1301 Texas Ave, PO Box 53958
Houston, TX 77002

Risk location zipcode is: 77002

2. Period of Coverage: 11/1/2017 to 11/1/2018**3. Coverages, Deductibles, Limits of Liability, and Retroactive Dates:**

(Optional Coverage Described in the Policy Only Applicable If So Indicated Below With Listed Premium)

<u>Coverage Type</u>	<u>Deductible</u>	<u>Limit of Liability Per Claim</u>	<u>Limit of Liability Aggregate</u>	<u>Retro-Active Date</u>	<u>Premium</u>
Professional Liability (Art I, Sec A) Including The Following Optional Coverages (Strikethrough As Not Applicable) Disciplinary Proceedings (Defense Coverage) (Art I, Section B) Defense of Contempt Proceedings (Art I, Sec. C)	None	\$250,000	\$500,000	None	\$670.00
Outside Practice of Law (Art. I, Sec A(6))	None	None	None	None	N/A
Personal Injury (Sublimits)	None	\$100,000	\$300,000	None	Included
Management Liability (Art I, Sec D)	None	None	None	None	N/A
Employment Liability (Art I, Sec E)	None	None	None	None	N/A
Punitive Damages (Art IV, Sec A 6)	None	None	None	None	N/A
Injunctive Relief	None	None	None	None	N/A
			Total Premium:		\$670.00
			TX Surplus Lines Tax:		\$32.49
			TX Stamping Fee:		\$1.01
			Total Due:		\$703.50

4. **Endorsements Attached:** Several liability endorsement; War & Terrorism exclusion; Cancellation Clause endorsement; Service of Suit Clause endorsement; Nuclear Incident exclusion; Radioactive Contamination exclusion; Biological or Chemical Materials exclusion; Lloyd's Privacy Policy statement; Applicable Law endorsement; Data Breach and Privacy Liability endorsement; Primary Pro Bono endorsement
5. **Surplus Lines Broker:**
 XS/Group, Inc.
 Laurie S. Coleman
 2750 Killarney Drive, #202
 Woodbridge, VA 22192

 License No. 1503608
6. **Insuring Company:**
 Underwriters at Lloyd's, London – 100% participation
 Unique Market Reference Number: B113517B01328
7. **List of Syndicates:**
- | | | | | | |
|--------|-----|---------|-------|-----|---------|
| 39.14% | CSL | (#1084) | 8.69% | AES | (#1225) |
| 21.74% | ARK | (#4020) | | | |
| 8.69% | SAM | (#727) | | | |
| 21.74% | AML | (#2001) | | | |
8. **In the event of a Claim, Please Notify the Following:**
 Underwriters at Lloyd's London
 c/o McCullough, Campbell & Lane LLP
 Attn: Bart Rinn
 205 North Michigan Avenue
 Suite 4100
 Chicago, Illinois 60601-5925
 CIMAClaims@mcandl.com

By Acceptance of this policy, the Insured agrees that the statements in this Evidence of insurance, the Application, and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company of any of its representatives relating to this insurance.

Countersigned at: Woodbridge, VA Underwriters at Lloyd's, London

Issue Date: December 7, 2017 **By:** 
 Authorized Representative

(CATHHEA)

Endorsement #1

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

SEVERAL LIABILITY NOTICE

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

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

LSW1001 08/94 (INSURANCE)

(CATHHEA)

Endorsement #2

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: Effective Date: 11/1/2017

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

NMA2918

(CATHHEA)

Endorsement #3

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

20/4/61
NMA-1331

(CATHHEA)

Endorsement #4

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 7th Avenue, New York, New York 10019 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Form approved by Lloyd's Market Association

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

LMA5020(14/09/2005)

(CATHHEA)

Endorsement #5

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

NMA1265
17/3/60

Form approved by Lloyd's Market Association [Non-Marine]

(CATHHEA)

Endorsement #6

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -
PHYSICAL DAMAGE DIRECT

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from the Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

Dated: December 7, 2017



Authorized Signature

7/5/59
NMA 1191

(CATHHEA)

Endorsement #7

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Dated: December 7, 2017



Authorized Signature

06/02/03
NMA2962

(CATHHEA)

Endorsement #8

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

Dated: December 7, 2017



Authorized Signature

CATHHEA

Endorsement #9

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

**LLOYD'S PRIVACY POLICY STATEMENT
UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

Dated: December 7, 2017



Authorized Signature

Endorsement #10

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

DATA BREACH AND PRIVACY LIABILITY ENDORSEMENT

It is understood and agreed that the coverage afforded by the Endorsement are subject to the terms, conditions and limitations of this policy, except to the extent that such terms, conditions and limitations are modified herein. Solely with respect to the coverage afforded by this Endorsement, the policy is amended as follows.

Data Breach and Privacy Liability Coverage Part, the coverage afforded by this Endorsement, is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised.

Notice: Data Breach and Privacy Liability Coverage Part of this endorsement contains provisions that reduce the limits of liability stated in the Endorsement by the costs of legal defense.

The limit of liability applicable to the coverage part provided under this Endorsement is a sub-limit and does not increase the limit of liability provided under the Professional Liability coverage afforded in the policy to which this endorsement attaches.

Data Breach and Privacy Liability Endorsement – Claims Made and Reported Coverage

The company shall pay on behalf of the insured, all sums which the insured shall become legally obligated to pay as Damages and "Regulatory Fines" both of which are a result of a Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised, by reason of an "Unauthorized Access" or a "Potential Unauthorized Access", provided:

1. The entirety of the "Unauthorized Access" or the discovery of the "Potential Unauthorized Access" happens during the Policy Period or on or after the retroactive date and before the end of the Policy Period and
2. Prior to the effective date of this policy the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured had no knowledge of such "Unauthorized Access", "Potential Unauthorized Access" or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's "Electronic Communications System" which may have led a reasonable person in such party's position to conclude that a Claim was likely.

Additional Definitions Applicable to This Endorsement Only

A. "Authority" means any agency of:

1. a federal, state or local government of the United States of America, its territories or possessions or Puerto Rico;
2. a federal, provincial or local government of Canada;
3. the government of the European Union (EU) or any member nation; or
4. the PCI Security Standards Council;

any of which is charged with the administration or enforcement of laws or regulations relating to the use, transfer or storage or electronic communications or data storage systems.

B. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these, provided, however, "Bodily Injury" does not include humiliation or the infliction of emotional distress arising solely from an "Unauthorized Access" or "Potential Unauthorized Access". This definition applies only to the coverage provided under this endorsement and does not otherwise alter or affect the definition of "Bodily Injury" for the purpose of any other coverage afforded under this policy.

- C. "Electronic Communications System" means any wired, wireless, radio, electromagnetic, photo-optical or photo-electric facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.
- D. "Interrelated Unauthorized Accesses" means "Unauthorized Access(es)" and/or 'Potential Unauthorized Access(es)' which are logically or casually connected by reason of any common fact, incident, circumstance, situation, or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's "Electronic Communications System".
- E. "Potential Unauthorized Access" means the threat or potential threat of an "Unauthorized Access" arising from a theft or loss of any component of the Named Insured's "Electronic Communications System".
- F. "Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or waste. Waste includes medical waste and all other material to be disposed of, recycled, stored, reconditioned or reclaimed.
- G. "Private Data" means data containing an individual's:
1. drivers license or other state-issued identification number, social security number, unpublished telephone number, savings account, checking account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
 2. "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended and regulations issued pursuant thereto;
 3. "protected healthcare information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and regulations issued pursuant thereto, and medical and healthcare information.
 4. private personal information as defined under a "Security Breach Notice Law"; and
 5. private personal information as defined under the law of a country other than the United States, which law is intended to provide for the protection of such private personal information, not including any lawfully available data accessible by the general public.
- H. "Property Damage" means physical injury to tangible property, including all resulting loss of use of that property or loss of use of tangible property that is not physically injured; provided, however, damage to, corruption of or inability to access data, software and computer networks shall not be considered to be loss of use of tangible property. This definition applies only to the coverage provided under this endorsement and does not otherwise alter or affect the definition of "Property Damage" for the purpose of any other coverage afforded under this policy.
- I. "Regulatory Fines" means civil fines and penalties assessed against the Insured by an "Authority" as a result of a Claim subject to coverage under this endorsement.
- J. "Security Breach Notice Law" means any law, statute or regulation within the United States of America, its territories or possessions, Puerto Rico or Canada requiring the Named Insured to notify individuals of the compromise or possible compromise of the security of their confidential information in the Named Insured's care, custody or control and the European Union (EU) Data Protection Act of 1995.
- K. "Unauthorized Access" means a breach of the Named Insured's security measures, systems, procedures, or stated privacy policy, or any intentional violation, interception, or use or misuse of the Named Insured's "Electronic Communications System", whether or not for profit or gain by any person without the permission, knowledge or ratification of the Insured. "Unauthorized Access" also includes:
1. access to the Named Insured's "Electronic Communications System" that is with the Insured's permission but only when such permission was granted as the result of fraud or deception;
 2. use of the Named Insured's "Electronic Communications System" by a party authorized by the Insured to use such system, who does so for an unauthorized purpose;
 3. the introduction of programs into the Named Insured's Electronic Communications System which contain fraudulent or destructive instructions or code including any inadvertent transmission of such programs to a third party;
 4. a credible threat or an extortion demand received by the Named Insured threatening or portending loss, injury or damage:
 - a) to the Named Insured's "Electronic Communications System", including programs, electronic data and media which form a part of the Named Insured's Electronic Communications System"; or

- b) to money, securities, bonds or similar financial instruments, solely to the extent that record of such is maintained in;
- c) due to failure to prevent a denial of service attack on the Named Insured's "Electronic Communications System" or to prevent the use of the Named Insured's "Electronic Communications System" by an unauthorized user or code to launch a denial of service attack on a third party;
- d) resulting from the theft or loss of any paper records.

Exclusions

Exclusions in this endorsement apply only to this endorsement and do not apply to the coverage provided under the policy. The exclusions in this endorsement do not modify or replace any of the exclusions in the policy form or other endorsements unless and only to the extent specifically provided in any of the exclusions.

The coverage provided under this does not apply to any Claim:

- A. caused by access to the Named Insured's "Electronic Communications System" by any government, governmental agency or subagency, or any agents thereof while acting on behalf of such entity;
- B. due to riot, civil commotion, war, insurrection or usurped power;
- C. based upon or arising out of "Bodily Injury" or "Property Damage";
- D. based upon or arising out of liability of others assumed by the Insured under any contract or agreement; provided, however, this exclusion shall not apply to liability an insured would have in the absence of such contract or agreement;
- E. based upon, arising out of, or any way involving any actual or alleged violation of any laws, whether statutory, regulatory or common law, respecting any of the following activities: antitrust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
- F. based upon, arising out of, or in any way involving conduct of the Insured or at the Insured's direction that is intentional, willful, dishonest, fraudulent or that constitutes a willful violation of any statute or regulation; provided, however, this exclusion shall not apply to: (a) the strictly vicarious liability of any Insured for the intentional, willful, dishonest or fraudulent conduct of another Insured or for the conduct of another Insured that constitutes a willful violation of any statute or regulation; or (b) "Defense Costs" incurred until an allegation is adjudicated through a finding by a trier-of-fact to be intentional, willful, dishonesty or fraudulent or a willful violation of any statute or regulation;
- G. based upon, arising out of, or in any way involving any:
 - 1. actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of "Pollutants"; or
 - 2. direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or to pay for or contribute to the costs of undertaking such actions.
- H. brought by or on behalf of any employee, former employee or prospective employee based upon, arising out of, or in any way involving the employment relationship or the nature, terms or conditions of employment or any workplace tort;
- I. brought by, in the name of, or on behalf of any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured; provided, however, this exclusion shall not apply to any Claim arising out of "Unauthorized Access" or "Potential Unauthorized Access" to the personal information of any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured which is in the care, custody or control on the Named Insured;
- J. based upon, arising out of, or in any way involving the insolvency, receivership, bankruptcy, liquidation of the Named Insured or any subsidiary thereof whether or not included in the definition of Insured;
- K. based upon or arising out of any warranties or guarantees, express, implied or otherwise, or any cost estimates;
- L. based upon or arising out of any conversion, misappropriation, commingling of or defalcation of funds or property;
- M. based upon or arising out of any inability or failure of any party to pay or collect monies;

- N. based upon or arising out of infringement or inducement of infringement of patent or trade secret; or
- O. based upon, arising out of, or in any way involving an act, error or omission in the performance of professional services rendered or that should have been rendered by the Insured or by any person or organization for whose acts, error or omission the Insured is legally responsible;
- P. based upon, arising out of, or in any way involving the cost of modifications or changes to the Insured's security measures, procedures, software or hardware required or agreed to by the Insured to satisfy a judgment, award or settlement; any cost required to repair, build or modify property to comply with an award by a court, administrative order, arbitration award or any similar judgment; taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured, other penalties imposed by laws or "Regulatory Fines"; sanctions, matters which are uninsurable under the law pursuant to which this Endorsement shall be construed;
- Q. made by any person or organization which is operated, managed or owned, in whole or in part, by the Named Insured or parent organization, subsidiary, division or affiliated organization thereof.

Limits of Liability

- A. The liability of the Company under Data Breach and Privacy Liability Coverage Part for the combined total of Damage, "Regulatory Fines" and "Defense Costs" for each Claim shall not exceed \$50,000.
- B. The combined total liability of the Company for all coverage afforded by Endorsement shall not exceed \$50,000, regardless of the number of claims.
- C. Multiple Insured, Claims, Losses and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by, or reporting of Loss incurred by, more than one person or organization shall not operate to increase the Limits of Liability stated in this Endorsement.
- D. More than one Claim arising out of a single "Unauthorized Access" or "Interrelated Unauthorized Accesses" will be considered a single Claim and will be deemed to have been made at the time the first of those Claims is made against any insured.
- E. The additional coverage provided by this endorsement does not operate to increase Each Claim or Aggregate limits.
- F. It is further understood and agreed that the \$50,000 limit of liability for coverage under this Endorsement is a sub-limit of liability within the limits of liability for professional liability coverage under the Policy. Therefore, the combined total liability of the Company under the Data Breach and Privacy Liability Coverage Part for the combined total of "Damages", "Regulatory Fines" and "Defense Costs" and under the professional liability coverage part of the policy for the combined total of "Damages" and "Defense Costs" shall not exceed the aggregate limit of liability for the professional liability coverage part. Additionally, it is further understood and agreed that "Damages" and "Regulatory Fines" paid under the Data Breach and Privacy Liability Coverage Part reduce the limits of liability for the professional liability coverage part and "Defense Costs" paid under the Data Breach and Privacy Liability Coverage Part reduce the limits of liability for the professional liability coverage part, including any applicable and available defense limit.

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

Endorsement #11

Attaching to and forming a part of Errors & Omissions Policy No. 17B01328078

Effective Date: 11/1/2017

In consideration of the premium charged, it is hereby understood and agreed that coverage afforded under Outside Referral Coverage Article I, Section A(5) & A(6) shall be primary and all other insurance shall be considered excess thereto.

All other terms and conditions of the policy remain unchanged.

Dated: December 7, 2017



Authorized Signature

(CATHHEA)

UNDERWRITERS AT LLOYD'S, LONDON

LAWYERS PROFESSIONAL LIABILITY INSURANCE

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

Unique Market Reference Number: B113517B01328

IMPORTANT NOTICE

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

In consideration of the undertaking of the Named Insured to pay, when due, the premium and deductible as described herein and in the amounts stated in the Evidence of Insurance, and in reliance upon the statements in the application and subject to the limits of liability shown in the Evidence of Insurance, and subject to all of the terms, conditions, exclusions and limitations of this insurance, **Underwriters at Lloyds, London** (the "**Company**") agrees with the Named Insured as follows:

Article I COVERAGE

A. Professional Liability and Claims Made Clause:

The Company shall pay on behalf of the Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as damages as a result of **CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE PERIOD OF COVERAGE UNDER THE APPLICABLE EVIDENCE OF INSURANCE:**

- (1) By reason of any alleged or actual act, error, omission in Legal Aid Services or Defender Services rendered or that should have been rendered by the Insured or by any persons for whose acts, errors or omissions the Insured is legally responsible and arising out of the conduct of the Insured's profession as a lawyer or notary public employed to provide Legal Aid Services or Defender Services
- (2) By reason of any alleged or actual act, error, or omission committed by any non-Lawyer employee of the Named Insured or any Insured Organization, but arising solely out of services rendered within the scope of such person's employment by the Named Insured or such Insured Organization

- (3) Because of any alleged or actual Personal Injury by an Insured, subject, however, to the specific sublimits as to Personal Injury set forth in the applicable Evidence of Insurance
- (4) By reason of an Insured's referral of any legal matter to any outside Lawyer groups, or Lawyers thereof, approved by an Insured Organization (*in such regard, see limitations on treatment of outside Lawyers as "insureds" set forth at Section II.B(4) of this policy*); or
- (5) By reason of any alleged or actual act, error or omission in professional services rendered or that should have been rendered by any outside Lawyer groups, or Lawyers thereof, or by any person for whose acts, errors or omissions the Insured is legally responsible, and arising out of any legal matter referred by an Insured Organization to such outside Lawyer groups, or Lawyers thereof, whether or not for compensation (*in such regard, see limitations on treatment of outside Lawyers as "Insureds" set forth at Section II.B(4) of this policy*);
- (6) By reason of any alleged or actual act, error, or omission in professional services rendered or that should have been rendered by an Insured Lawyer or by any person for whose acts, errors or omissions the Insured is legally responsible, and arising out of the conduct of the Insured's Outside Practice of Law, but only if the Evidence of Insurance applicable with respect to such Insured designates "Outside Practice of Law Coverage" as being applicable coverage, and the additional premium for such optional coverage stated therein has been indicated:

PROVIDED ALWAYS THAT such alleged or actual act, error, omission or Personal injury happens subsequent to the retroactive date specified in the applicable Evidence of Insurance, and

- (a) during the policy period, or
- (b) prior to the policy period, *provided that*, prior to the effective date of such Evidence of Insurance:
 - (i) the Insured did not give notice to any other insurer of any such alleged or actual act, error, omission, or personal injury:
 - (ii) the Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a claim, or to foresee that a Claim would be made against the Insured; and
 - (iii) there is no other policy or policies which provide insurance for such liability or claim, unless the available limits of liability are insufficient to pay any liability or claim in which event this policy will cover only the excess over such prior coverage, subject to this policy's terms, limits of liability, exclusions, and conditions.

Legal Aid Services, Defender Services, Mediation Services, or professional services performed by the Insured in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be the performance of professional services for others in the Insured's capacity as a lawyer, although such services could be performed, wholly or in part by non-lawyers.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

B. Disciplinary Proceedings (Defense Coverage Only)

The Company shall provide a defense for any Insured Lawyer in connection with any Disciplinary Proceeding against such Insured AND FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, PROVIDED ALWAYS THAT such alleged or actual act, error, omission, or Personal Injury which is the basis of such Disciplinary Proceeding happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such alleged or actual act, error omission, or Personal Injury;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a Disciplinary Proceeding or to foresee that a Disciplinary Proceeding would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such defense of such Disciplinary Proceeding, unless the available limits of liability of such prior policy or policies are insufficient to pay the costs of providing such defense, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

The costs of providing such defense shall constitute Claim Expenses for purposes of this policy, and such Disciplinary Proceeding shall be deemed to be a Claim for purposes of the application of the defense, settlement, and other general provisions of this policy; provided, however, that, notwithstanding any other provision hereof which might be construed to the contrary, the Company shall not be liable for any Damages, fines or penalties which may be imposed on the Insured by reason of such disciplinary claim or proceeding.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

C. Defense of Contempt Proceedings (Defense Coverage Only)

The Company shall provide a defense for any Insured Lawyer in connection with any contempt proceeding against such Insured AND FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD (whether or not an unfavorable adjudication is entered against the Insured Lawyer in such contempt proceeding); PROVIDED ALWAYS THAT such alleged or actual act, error, omission, or Personal Injury which is the basis of such contempt proceeding happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such alleged or actual act, error omission, or Personal Injury;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a Disciplinary Proceeding or to foresee that a Disciplinary Proceeding would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such defense of such Disciplinary Proceeding, unless the available limits of liability of such prior policy or policies are insufficient to pay the costs of providing such defense, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

D. Management Liability (Optional)

If the Evidence of Insurance applicable with respect to any particular Insured designates "Management Liability Coverage" as being an applicable coverage, and the additional premium for such optional coverage stated therein has been indicated, the Company shall pay on behalf of such Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as Damages as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD by reason on any alleged, or actual act, error, misstatement, misleading statement, breach of duty, or omission, based on negligence by the Insured or by any person for whose acts, errors, misstatements, misleading statements, breaches of duty, or omissions the Insured is legally responsible and arising in connection with such Insured's capacity as part of the Management of the Named Insured or Insured Organization named in such Evidence of Insurance: PROVIDED ALWAYS THAT such alleged or actual act, error, misstatement, misleading statement, breach of duty or omission happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such act, error, misstatement, misleading statement, breach of duty or omission;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error misstatement, misleading statement, breach of duty or omission which would give rise to a Claim, or to foresee that a Claim would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such liability or claim, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or claim, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

E. Employment Liability (Optional)

If the Evidence of Insurance applicable with respect to any particular Insured Organization designates "Employment Liability Coverage" as being an applicable coverage, and the additional premium for such optional coverage stated therein has been indicated, the Company shall:

- (1) Provide a defense for any Insured with respect to, and pay on behalf of such Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as Damages as a result of, any Claim or administrative proceeding brought by or on behalf of an individual who is, was, or hereafter becomes an employee of, or who has sought employment with, such Insured Organization and which arises out of the employment practices of the Insured Organization, such as those with respect to employment, retention and termination and
- (2) Provide a defense for any Insured, but not pay any Damages, fines, or penalties which may be imposed on such Insured, with respect to any Claim made by an employee of such Insured Organization which arises out of (i) the bodily injury, sickness, disease, or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom (ii) the violation of any workers compensation, unemployment compensation, employer liability, disability benefit, or other similar laws, or (iii) the assertion that any work premises, tools or practices must be rebuilt, removed, modified, or otherwise changed in order to accommodate the needs of disabled persons,

and FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD; PROVIDED ALWAYS THAT such alleged, or actual act, error, or omission, which is the basis of such Claim happens subsequent to the retroactive date specified in the Evidence of Insurance, and

- (a) During the Policy Period, or
- (b) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (i) The Insured did not give notice to any other insurer of any such act, error or omission
 - (ii) The Insured had no reasonable basis to believe that the Insured had committed any act, error or omission, which would give rise to a Claim or to foresee that a Claim would be made against the Insured and
 - (iii) There is no other policy or policies which provide insurance for such liability or Claim, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or claim, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

The costs of providing such defense shall constitute Claim Expenses for purposes of this policy, and such claim of employment liability shall be deemed to be a Claim for purposes of the application of the defense, settlement, and other general provisions of this policy; *provided, however, that*, notwithstanding any other provision hereof which might be construed to the contrary, the Company shall not be liable for any Damages, fines or penalties which may be imposed on the Insured by reason of a Claim under Section I.E(2) above.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

F. Defense Settlement

With respect to the insurance afforded by this policy, the Company shall defend any Claim against the Insured, including the appeal thereof, seeking Damages to which this insurance applies even if any of the allegations of the suit are groundless, false, or fraudulent. It is further agreed that the Company may make such investigation of any Claim as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend, or to continue to defend any Claim after the limits of the Company's liability have been exhausted by payment of any Damages or Claims Expenses.

G. Consent to Settle

The Company shall not settle any Claim without the consent of the Insured, unless otherwise agreed between the Company and the Insured; *provided, however, that* if the Insurance shall refuse to consent to any settlement or compromise recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed and shall be limited to, the amount for which the Claim could have been settled, or compromised, plus the amount of Claim Expenses incurred up to the date of such refusal. Thus, in the event of such refusal, when and if the Claim Expenses with respect to the Claim equal the amount for which the Claim could have been settled or compromised, the Company shall have the right to withdraw from the further investigation and/or defense thereof by tendering control of such investigations or defense to the Insured, and the Insured agrees, as a condition of the issuance of this policy, to accept such tender.

H. Discovery Clause

If, during the Policy Term or any optional Extended Claims Reporting Period purchased hereunder, the Insured first becomes aware that an Insured has committed a specific act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury for which coverage is otherwise provided hereunder, and if the Insured shall, during the Policy Period or the optional Extended Claims Reporting Period purchased hereunder, give notice to the Company of:

- (1) The specific act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury,
- (2) The injury or damage which has or may result from such act, error, misstatement, misleading statement breach of duty, omission, or Personal Injury, or
- (3) The circumstances by which the Insured first became aware of such act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury

then any Claim that may subsequently be made against the Insured arising out of such alleged or actual act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury shall be deemed for the purposes of this insurance to have been made during the Policy Period or during the optional Extended Claims Reporting Period purchased hereunder.

The insured shall cooperate fully with the Company as provided in Article V, CLAIMS, Sections V.A. and V.B. Notice of Claim and Assistance and Cooperation of the Insured, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

I. Extended Claims Reporting Period

- (a) The Insured Organization shall have a non-cancelable Extended Claims Reporting Period of thirty (30) days starting at the expiration of coverage shown in Item 3 of the Evidence of Insurance, provided the Named Insured has purchased no other coverage to replace this policy.
- (b) OPTIONAL EXTENDED CLAIMS REPORTING PERIOD: If the Named Insured does not renew this policy, or if any Insured Organization does not renew its coverage under the Evidence of Insurance applicable to such Insured Organization, as the case may be, after complying with all the terms and conditions thereof, including the payment of all premiums and/or deductibles when due, or if the Company shall cancel or refuse to renew this policy or the coverage of an Insured Organization under an Evidence of Insurance for reasons other than the Named Insured's or Insured Organization's non-payment of premiums and/or deductibles or material breach of the terms and conditions of this policy, or the applicable Evidence Insured Organization, upon payment of an additional premium as set forth herein shall have the option to extend the insurance afforded by this policy and any applicable Evidence of Insurance, subject otherwise to the terms, limits of liability, exclusions and conditions thereof, to apply to CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING A 12 MONTH PERIOD following immediately upon the effective date of such cancellation or termination, but only by reason of any alleged or actual act, error, omission or Personal Injury arising out of professional services rendered, before such effective cancellation or termination date and otherwise covered by this insurance.

If purchased, the extension of coverage for claims made subsequent to cancellation or termination of the policy or an Evidence of Insurance, as applicable, shall be endorsed hereto or upon the applicable Evidence of Insurance, and shall hereinafter be referred to as the "**Extended Claims Reporting Period**".

The premium for the Optional Extended Claims Reporting Period elected by the Named Insured or the applicable Insured Organization shall be calculated at 100% of the full annual premium stated in the applicable Evidence of Insurance for the 12 month Period.

As a condition precedent to the Named Insured's or Insured Organization's right to purchase the optional Extended Claims Reporting Period coverage, the full annual premium for this policy or the applicable Evidence of Insurance and any deductible that are due must have been paid.

The Named Insured's or Insured Organization's right to purchase the Optional Extended Claims Reporting Period coverage must be exercised by written notice to the Company not later than thirty (30) days after the cancellation or termination date of this policy or any Evidence of Insurance, as applicable, AND MUST INCLUDE PAYMENT OF PREMIUM FOR THE OPTIONAL EXTENDED CLAIMS REPORTING PERIOD as well as payment of all premiums and/or deductibles due the Company.

If such notice, premium and deductible payments are not so given to the Company, the Named Insured or Insured Organization shall not at a later date be able to exercise such right.

At the commencement of the optional Extended Claims Reporting Period, the entire premium therefor shall be deemed earned and in the event that the Named Insured or Insured Organization terminates the optional Extended Claims Reporting Period before its term for any reason, the Company shall not be liable to return to the Named Insured or such Insured Organization any portion of the premium for the optional Extended Claims Reporting Period.

The fact that the period during which Claims must be first made against the Insured and reported to the Company under this policy extended by virtue of the optional Extended Claims reporting Period shall not in any way increase the limits of liability of this policy.

Article II **DEFINITIONS**

- A. Named Insured**, whenever used in this policy, means the CIMA Liability Protection Program for Legal Services and Defender Services Professionals and Specified Insured Organizations.
- B. Insured**, whenever used in this policy means:
- (1) the Named Insured;
 - (2) Any Insured Organization
 - (3) Any Lawyer while acting in a professional capacity on behalf of the Named Insured, or an Insured Organization;
 - (4) Solely for purposes of the Professional Liability coverage and Outside Referral Coverage provided for under Section I.A of this Policy, any Lawyer while acting in a professional capacity performing Legal Aid Services or Defender Services on behalf of any client referred to such Lawyer by the Named Insured or the applicable Insured Organization, whether or not compensation is received for such services, but, notwithstanding anything in this policy which might be construed to the contrary no outside Lawyer shall be deemed to be an Insured with respect to any matter not considered Legal Aid Services, Defender Services or Mediation Services;
 - (5) Any non-Lawyer who is, was or hereafter becomes an employee of the Insured or any Insured Organization solely while acting in such capacity;
 - (6) Any person who is, was, or hereafter becomes an uncompensated, part-time or full-time volunteer of an Insured Organization solely while acting in such capacity;
 - (7) Any person who is, was, or hereafter becomes a director or trustee of the Named Insured or any Insured Organization; and

(8) As respects the liability of each Insured otherwise covered herein, the heirs, executors, administrators, assignees, and legal representatives of each Insured in the event of such Insured's death, incapacity, or bankruptcy.

C. Insured Organization, whenever used in this policy, means any legal services or defender services organization named in an Evidence of Insurance issued pursuant to this policy.

D. Claim, whenever used in this policy, means a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

E. Claim Expenses, whenever used in this policy, means:

- (1) fees charged by any lawyer designated by the Company;
- (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company;
- (3) Fees charged by any lawyer designated by the Insured with the written consent of the Company;
- (4) Premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and all premiums on appeal bonds required in any such defended suit, but without any obligation on the Company to apply for or furnish any such bonds; and
- (5) All costs assessed against the Insured in any such defended suit and all interest accruing after entry of judgement until the Company has paid or tendered or deposited in court such part of such judgement as does not exceed the limit of the Company's liability thereon.

However, "Claim Expenses" does not include salary charges of regular employees or officials of the Company or any supervisory counsel retained by the Company.

F. Damages, whenever used in this policy, means a monetary judgment, award or settlement and does not include fines, statutory penalties, or sanction, whether imposed by law or otherwise, nor the return of or restitution of legal fees, costs, and expenses.

G. Disciplinary Proceeding, whenever used in this policy, means any proceeding against an Insured by or before any judicial or regulatory authority (including any state bar association) based upon or arising out of an asserted violation,

breach, or infraction of any code of professional conduct or ethics arising out of the conduct of the Insured's profession as an attorney or notary public.

- H. Lawyer**, whenever used in this policy, means any person who is authorized to practice law in the jurisdiction in which such person renders Legal Aid Services, Defender Services, or other professional services.
- I. Legal Aid Services**, whenever used in this policy, means legal services or legal advice in matters provided by an Insured to a client who is unable to afford legal assistance elsewhere for financial or other reasons.
- J. Management**, whenever used in this policy with respect to the Named Insured or any Insured Organization, means any officer, director, trustee, manager, or other person or groups of persons who control, direct, administer, or manage such Named Insured or Insured Organization.
- K. Outside Practice of Law**, whenever used in this policy with respect to any particular Insured Lawyer, means the uncompensated provision of legal services or legal advice to a client who is not entitled to receive Legal Aid Services or Defender Services from the Insured Organization which employs the Lawyer, if (i) the provision of such services has been duly authorized by such Insured Organization and (ii) the Lawyer is acting pursuant to an appointment made under a court rule or practice of equal applicability to all attorneys in the Lawyer's jurisdiction or on behalf of a close friend or family member or a religious, community or charitable group.
- L. Personal Injury**, whenever used in this policy, means:
- (1) any false arrest, detention or imprisonment
 - (2) any wrongful entry or eviction, or other invasion of private occupancy;
 - (3) any malicious prosecution;
 - (4) any publication or utterance of a libel or a slander or other defamatory or disparaging material;
 - (5) any publication or utterance in violation of an individual's right of privacy; or
 - (6) any mental distress, mental anguish, mental illness or humiliation
- M. Policy Period**, whenever used in this policy, means the period from the inception date of this policy to the policy expiration date as set forth in the Master Policy Declarations or its earlier termination date, if any; provided, however, with respect to any Evidence of Insurance as to which the Period of Coverage (subject to any early termination in accordance with this policy)

extends past the end of what would otherwise be the Policy Period, the Policy Period shall be deemed to continue throughout such Period of Coverage.

- N. Defender Services**, whenever used in this policy, means legal services or legal advice in matters provided by an Insured to a client accused of a crime who is unable to afford legal assistance elsewhere for financial or other reason.
- O. Mediation Services**, whenever used in this policy, means professional services provided by the Insured Organization, whether by an Insured Lawyer or non-attorney employed by the Insured Organization, for the purpose of attempting to mediate or resolve a dispute between two or more parties, neither of whom is the client of the Insured Organization Insured Lawyer.

Article III **LIMITS OF LIABILITY**

A. Limit of Liability - Each Claim

The liability of the Company for payment of Damages, including Claim Expenses, incurred for each Claim **FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD**, including the Extended Claims Reporting Period, if purchased, shall not exceed the amount stated in the applicable Evidence of Insurance for each Claim.

B. Limit of Liability - Aggregate

The liability of the Company for payment of all Damages, including all Claim Expenses, shall not exceed the amount stated in the applicable Evidence of Insurance as “aggregate” as a result of all Claims **FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD**, including the Extended Claims Reporting Period, if purchased.

C. Deductible

The deductible amount stated in the Evidence of Insurance shall be paid by the applicable Insured Organization and shall be applicable to all Damages and Claim Expenses, whether or not payment for Damages is made.

The total payments requested from an Insured Organization with respect to all covered Claims reported during the Policy Period or any Optional Extended Claims Reporting Period shall not exceed the deductible amount stated in the applicable Evidence of Insurance.

D. Multiple Insureds, Claims and Claimants

The limits of liability set forth herein and in each Evidence of Insurance issued by the Company pursuant to this Policy shall be applied, separately as to the

applicable Insured Organization with respect thereto and shall not be reduced or otherwise affected by the limits of liability applicable to any other Insured Organization. The inclusion herein or more than one Insured or the making of Claims or the bringing of suits by more than one person or organization shall not operate to increase the Company's limit of liability per Insured Organization. Two or more claims arising out of a single alleged or actual act, error, omission or Personal Injury, or a series of related alleged or actual acts, errors, omissions or Personal Injuries, shall be treated as a single Claim with respect to each Insured Organization affected. All such claims, whenever made, shall be considered first made at the time the earliest Claim arising out of such alleged or actual act, error, omission, or Personal Injury, or related acts, errors, omissions, or Personal Injuries, was first made, and all such claims shall be subject to the same limits of liability with respect to each applicable Insured Organization.

E. Payment and Apportionment of Claim Expenses

All Claim Expenses shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay as Damages.

**Article IV
EXCLUSIONS**

A. This policy does not apply:

- (1) to any judgment or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts, errors, omissions, or Personal Injuries committed by the Insured or asserting a violation of the Racketeer Influenced and Corrupt Organizations ("RICO") Act or similar laws; *provided, however, that*, subject to the limits of liability under this policy, the Company will provide a defense against the allegation of any such act, error, omission, or Personal Injury unless an unfavorable adjudication of such allegation is entered against the Insured;
- (2) to any claim made by or against any business enterprise not named in the Evidence of Insurance, which is owned by the Insured or in which the Insured is a partner or employee, or which is controlled, operated, or managed by the Insured, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property in connection therewith, or to any Claim made against the Insured solely because the Insured is a partner, officer, director, stockholder or employee of any business enterprise not named in the Evidence of Insurance;
- (3) To liability arising out of the Insured's activities and/or capacity as:
 - (a) An owner, officer, director, partner, trustee or employee of a business enterprise, charitable organization, pension, welfare,

profit-sharing, mutual or investment fund or trust or other organization, other than the Named Insured or an Insured Organization to the extent that the optional Management Liability Coverage, if obtained, is applicable:

- (b) A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan. This exclusion shall not apply to the optional Employment Liability coverage, if purchased, and if coverage is applicable thereunder;
- (4) To any Claim made by a present, former, or prospective partner, officer, director, trustee, stockholder, or employee of the Insured unless such Claim arises out of the professional services of the Insured in a lawyer-client relationship, except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (5) To any Claim based upon or arising out of the employment practices of the Insured, such as those with respect to employment, retention and termination except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (6) To punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages, except to the extent otherwise set forth in the Evidence of Insurance applicable to an Insured (in which event the specific sublimits of liability set forth therein shall apply, but only where the insurability of such damages are not in violation of any statutes, laws or public policy);
- (7) To any liability for bodily injury, sickness, disease or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom;
- (8) To any Claim asserting a violation of any workers compensation, unemployment compensation, employer liability, disability benefit, or other similar laws;
- (9) To any Claim by one Insured against any other Insured, except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (10) To any liability under any contract or agreement except an engagement contract or agreement providing for the provision of Legal Aid Services or Defender Services by an Insured Organization to its client and except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;

- (11) To any Claim based upon or arising out of professional services rendered or work performed by any Insured for compensation, except when these professional services rendered or work performed is for Legal Aid Services or Defender Services;
- (12) To any Claim for the return or an accounting of any funds *provided, however, that* subject to the limits of liability under this policy, the Company will provide a defense against such Claim;
- (13) To any Claim based upon or arising out of the alleged nonpayment of any federal, state or local taxes, or any penalties, interests, or costs in connection therewith;
- (14) To fines, penalties, sanctions, costs, or fees imposed by a court for the violation of the rules of procedure, state or federal, *provided, however, that* the Company shall provide a defense against the imposition of any such fines, penalties, sanctions, costs, or fees to the extent provided in this policy with respect to the Disciplinary Proceedings and except to the extent otherwise set forth in the Evidence of Insurance applicable to an Insured as to the defense of contempt proceedings (in which event, the specific sublimits of liability set forth therein shall apply).
- (15) To any liability of any Insured resulting from or in any manner related to an individual's right to or claimed right to unemployment insurance benefits. Such liability to which this Policy does not apply includes but is not limited to the following:
 - (1) Any increased tax liability resulting from an individual's claim for unemployment benefits; and
 - (2) Any increased liability for insurance premium(s) resulting from an individual's claim for unemployment benefits.

If the optional Employment Liability Coverage is purchased, Exclusion (13) will apply only to the payment of damages, awards, or settlements resulting from such claims but the Company will defend the Insured Organization against such claim. The limit of liability applicable for this coverage will be the amount set forth in the Evidence of Insurance for Employment Liability.

For the purpose of determining the application of any of the foregoing exclusions, the alleged or actual act, error, omission, or Personal Injury of any one Insured shall not be imputed to any other Insured.

Article V
CLAIMS

A. Notice of Claim

As a condition precedent to the right to the protection afforded by this insurance, the Insured shall, as soon as practicable, give to the Company written notice of any Claim made against the Insured.

In the event suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons, or other process received directly or by the Insured's representatives.

An Insured Organization shall have knowledge of a Claim against it, or of any demand, notice, summons, or other process received by it, only if an executive officer of such Insured Organization has actual knowledge of such Claim or receipt.

B. Assistance and Cooperation of the Insured

The Insured shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the Company's representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the Company. The Insured shall further cooperate with the Company to secure and effect any rights of indemnity, contribution, or apportionment which the Insured may have. The Insured shall exercise the Insured's right to either reject or demand the arbitration of any Claim made against the Insured in accordance with the written instructions of the Company. The Insured shall not, except at his own cost, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.

C. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the claim to prejudice such rights.

The Company shall not exercise any such rights against any persons, firms, organizations or corporations included in the definition of "Insured". Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any claim brought about or contributed to by the intentional, dishonest, fraudulent, criminal or malicious act or omission of such Insured.

D. Joining of Company as Co-Defendant; Bankruptcy of Insured

Nothing contained in this policy shall give any person or organization the right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

E. False or Fraudulent Claims

If any Insured shall commit fraud in proffering any claim as regards amount or otherwise, this insurance shall become void as to such Insured from the date such fraudulent claim is proffered.

Article VI
CONDITIONS

A. Other Insurance

This insurance shall be in excess of the amount of the applicable deductible of this policy and any other valid and collectible insurance available to the Insured, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in this policy.

B. Changes

The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Notice to and knowledge of an agent of the Company shall be considered notice to and knowledge of the Company, and any fact which breaches a condition of this policy and is known to the agent prior to a loss shall not void this policy or defeat a recovery hereunder in the event of loss.

C. Assignment

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed in writing hereon.

D. Cancellations

This policy or an Evidence of Insurance may be cancelled by the Named Insured or by an Insured Organization, as applicable, by surrender of this policy or the Evidence of Insurance, as applicable, to the Company or by mailing or delivering to the Company written notice stating when thereafter such cancellation shall be effective. If cancelled by an Insured, the Company shall retain the customary short rate proportion of the premium.

If this policy or an Evidence of Insured has been in effect for 60 days or less, the Company may cancel this policy or such Evidence of Insurance by mailing or delivering to the Named Insured or Insured Organization as applicable, written notice of cancellation stating the reason for the cancellation. Such notice shall be mailed or delivered at least 10 days before the effective date of cancellation if the Company cancels for nonpayment of any premium or deductible when due, or at least 60 days before the effective date of cancellation if the Company cancels for any other reason.

If this policy or an Evidence of Insurance has been in effect for more than 60 days or is a renewal of a policy or Evidence of Insurance the Company issued, the Company may cancel this policy or such Evidence of Insurance only for one or more of the following reasons by mailing or delivering to the Named Insured or Insured Organization, as applicable, written notice of cancellation stating the reason for the cancellation:

- (1) Nonpayment of any premium or deductible when due;
- (2) Discovery of fraud or material misrepresentation made by an Insured or with an Insured's knowledge in obtaining, continuing or presenting a Claim under the policy or Evidence of Insurance, as applicable.

Such notice shall be mailed or delivered at least 10 days before the effective date of cancellation if the Company cancels for nonpayment of any premium or deductible when due, or at least 60 days before the effective date of cancellation if the Company cancels for any other reason.

If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

The effective date of cancellation stated in any notice of cancellation by the Insured or the Company shall become the end of the Policy Period.

E. Service of Suit (Not applicable in NJ, PA, DC, LA or IL)

It is agreed that in the event of the failure of the Company to pay any amount Claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon John Hubbuch or his nominee at McCullough, Campbell & Lane, 205 North Michigan Ave, Suite 4100, Chicago, Illinois, 60601-5925, and that in any suit instituted against any one of them upon this policy, this Company will abide by the final decision of such court or any appellate court in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

F. Notices

All notices or other communications required by this policy shall be addressed as follows:

- (1) If to the Company:

XS/Group, Inc.
2750 Killarney Drive, Suite 202
Woodbridge, VA 22192

- (2) If to any Insured:

At the address for such Insured stated on the applicable Evidence of Insurance or at the last address for such Insured designated by written notice to the Company

G. Territory

The insurance afforded under this policy applies worldwide.

H. Innocent Insured

Whatever coverage under this Policy would be excluded, suspended or lost:

- (1) because of any exclusion relating to criminal, dishonest, fraudulent, malicious or intentional conduct by any Insured, and with respect to which any other Insured did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof: or
- (2) because of noncompliance with any condition related to the giving of notice to The Company, with respect to which any Insured shall be in default solely because of the default or concealment of such default by one or more other Insureds hereunder;

The Company agrees that such insurance as would otherwise be afforded under this Policy shall be applicable with respect to each and every Insured who did not personally participate or personally acquiesce in or remain passive after having personal knowledge of the conduct described or forming the basis for such exclusion or condition; provided that if the condition be one with which such Insured can comply, after receiving knowledge thereof, the Insured entitled to the benefit of this provision shall comply with such condition promptly after obtaining knowledge of the failure of any other Insured to comply therewith.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Master Policy Declarations Page by a duly authorized representative of the Company.

UNDERWRITERS AT LLOYD'S, LONDON

By: *Laurie S. Coleman*
Authorized Representative

Client Code:
Renewal Date:

LAWYERS PROFESSIONAL LIABILITY INSURANCE
RENEWAL APPLICATION

This is an application for a Claims Made Policy

1. **Corporate Name:** The Beacon of Downtown Houston dba Beacon Law
Address: Physical: 1301 Texas Ave, Houston TX 77002 Mailing: PO Box 53958, Houston TX 77052
Phone Number: 713-220-9780 **Fax Number:** 281-764-7070
E-mail: lsginzel@beaconlaw.org

2. **Describe any changes in your operations in the last year:** N/A

Has there been any change in the non-profit organization status? Yes No If yes, please explain:

Please describe any significant changes in funding during the past year: We received a grant from Harris County to expand our services to the populations serviced in the County Diversion Courts.

Please describe changes in the nature or amount of services you provided this year compared to the prior Year, including any changes to the fees associated with services provided:
The expansion resulted in approximately 350 additional cases in the first 6 months.

3. **Total Number of:**
Board Directors: 24 **Staff Attorneys:** 5 **Paralegals:** 6 **Clerical Staff:**

4. **Are Pro-Bono services outside the organization (defined by Section 1604.5a, b, and c of Legal Services Corporation regulations) allowed? Yes No**
If yes, do you want to cover these services? Yes No
5. **Does your organization use outside Pro-Bono attorneys or reduced fee judicare programs which use outside attorneys? Yes No**

If yes, please state: Number of Attorneys: ~40 **Number of cases:** ~50

Attach a separate description of services offered.

Do you want to cover these services on a XX Primary Basis, or _____ Excess Basis? (Excess is included automatically)

6. Please attach an electronic copy of the following:

- a. A list of staff attorneys showing bar card number, year admitted to Bar, and years in practice;
- b. Guidelines of client eligibility;
- c. Description of Pro Bono and non-Pro Bono services with fee schedule; and
- d. Information regarding publications and sponsored meetings.

7. If your organization employs or contracts for the services of paralegals who work under the supervision of an attorney, please provide the name and bar card number of each supervising attorney:

Name of Supervising Attorney	Bar Card Number
Leslie Ginzler	20460916
Justin Thompson	24063789
Stephanie Marrone	24087976
Stephanie Truong	24077226
Brettney Moore	Pending bar passage results

8. If your organization employs or contracts for the services of paralegals who perform their work by rights of certification, please provide the name, certifying entity, and certificate number of each such paralegal:

Name	Certifying Entity	Certificate Number
N/A		

9. A. Number of legal cases opened and closed by staff, pro bono and compensated (reduced-fee) attorneys: (Specify the time period reflected (e.g. Jan. – Dec. 2014): 2016)

Number of Cases Opened and Closed	Staff Attorneys	Pro Bono Attorneys	Compensated (reduced-fee) attorneys
EXAMPLE	52 Opened/ 35 Closed	22 Opened/ 12 Closed	8 Opened/ 4 Closed
Bankruptcy	5/5		
Bodily/Personal Injury – Plaintiff			
Child/Spouse Abuse			
Criminal	6/6		

Divorce/Family Law	82/82	2/2	
Employment Law	6/6		
Farm Aid			
Guardianship			
Housing Law	37/32	3/1	
Immigration	20/15		
Juvenile			
Protection & Advocacy for Developmentally Disabled Persons			
Public Benefit Law (Social Service, Unemployment Co Workers Comp., Medicare	93/67		
Real Estate			
Wills/Estate Work	21/18	4/3	
Other (Specify) ID Restoration	1104/1088	28/25	
Other (Specify) Sealing Criminal History	564/558	2/1	

B. Number of clients who solely received legal advice (the case was not taken; client was self-represented, etc.):
(Specify the time period reflected (e.g. Jan. – Dec. 2014): 2016 _____):

Number of Clients Who Received Advice Only	Staff Attorneys	Pro Bono Attorneys	Compensated (reduced fee) attorneys
Bankruptcy	23		
Bodily/Personal Injury – Plaintiff	1		
Child/Spouse Abuse			
Criminal	2		
Divorce/Family Law	141		
Employment Law	13		
Farm Aid			
Guardianship			
Housing Law	67		
Immigration	4		
Juvenile			
Protection & Advocacy for Developmentally Disabled I			
Public Benefit Law (Social Service, Unemployment Co Workers Comp., Medicare	72		
Real Estate			
Wills/Estate Work	21		
Other (Specify) ID Restoration	443		
Other (Specify) Sealing Criminal History	269		

10. Docket Control Information:

- a. Does your docket control system include litigated items? Yes No
- b. Do you have a planned system of control of date deadlines? Yes No
- To whom is responsibility for entry assigned? Case handler with paralegal and supervisor cross checking
- c. Are independent date controls kept? Yes No
- d. Does the ultimate responsibility for docket control of litigation rest with the lawyer handling the case? Yes No
- e. Do you have a computerized docket control system? Yes No
- f. Describe your method of docket control with particular comments on cross-checking:
Cloud based case management system maintains docket calendar accessed by all employees.
Duplicate calendar maintained in main office by paralegal and reviewed regularly by supervising attorneys.

11. Insurance Program Desired:

The State Bar of Texas Legal Services Support Division will only pay part of the cost of Lawyers Professional Liability insurance at the \$250,000/\$500,000 level. Therefore, all applications must request a quote at that level. Participating organizations must pay the remaining amount for this level of coverage plus the cost of any additional coverage desired. Participating organizations may also request Management Liability or Employer Practice Coverage, however, the organization is solely responsible for payment.

- a. Lawyers Professional Liability: \$250,000 Each Claim \$500,000 Aggregate
- b. Management Liability: \$ _____ Each Claim \$ _____ Aggregate
- c. Employer Practice Coverage: (Please circle one option)
- | <u>Option A</u> | <u>Option B</u> | <u>Option C</u> |
|----------------------|----------------------|-----------------------|
| \$ 25,000 Each Claim | \$ 50,000 Each Claim | \$ 100,000 Each Claim |
| \$ 75,000 Aggregate | \$ 150,000 Aggregate | \$ 300,000 Aggregate |

d. Optional Coverage (check if desired):

- _____ Punitive Damages
 \$50,000 Each Occurrence
 \$50,000 Annual Aggregate
- _____ \$25,000 Injunctive Relief Defense Coverage
- _____ Outside Practice of Law

12. Are employees organized in a collective bargaining unit? Yes No

If so, what procedures are employed to handle grievances? (Attach separate sheets as necessary.)

13. Do you conduct any business activities outside of the USA where any OFAC Economic and Trade Sanctions or any other Regulations are currently in place? Yes No

14. Claims History:

A. Has the organization, or any person in the organization, been the subject of any past disciplinary or criminal proceedings or been the subject of any investigation by any governmental or funding entity for alleged unethical or fraudulent activities? If so, please describe and attach separate sheets as necessary:

N/A

B. Has the organization ever experienced a reduction or loss of funding from any source of funding due to poor performance reviews (e.g. a loss of funding from a grant funds)? If so, please describe:

N/A

C. Does any person to be insured have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim against them?

Yes No If yes, please provide details.

D. Have any claims or suits been made against any person or organization?

Yes No If yes, please provide details.

E. Have any employees been dismissed within the past 12 months?

Yes No If yes, please describe circumstances and if dismissal is being challenged.

(Attach separate sheet if necessary.)

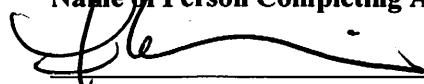
It is understood that the Legal Access Division of the State Bar of Texas will pay only part of the cost of Lawyers Professional Liability insurance at the \$250,000/\$500,000 level. Therefore, all applications must request a quote at that level. Participating organizations must pay the remaining amount for this level of coverage plus the cost of any additional coverage desired. Participating organizations may also request Management Liability or Employer Practice Coverage, however, the organization is solely responsible for payment.

It is understood that the insurance applied for will be issued on the acceptance of the application by Company. I/We hereby declare based upon my/our knowledge and upon reasonable investigation, the above statements are true and that I/We have not suppressed or misstated any material facts and this application shall be the basis of the contract with Lloyds of London. It is also understood that I/we have an obligation to notify CIMA and the Legal Access Division of the State Bar of Texas immediately in the event the amount and/or sources of our funding changes or in the event any person in our organization becomes the subject of any disciplinary or criminal proceeding or the subject of any investigation by any government or funding entity for alleged unethical or fraudulent activities.

It is understood that the Legal Access Division of the State Bar of Texas reserves the right not to pay for a premium increase that occurs due to an increase in claim activity of an organization.

Date 9/12/17

Leslie Ginzel
Name of Person Completing Application (Print/Type)


Signature

Attorney/Program Director
Title

NOTE: Under Federal Communications Commission regulations, we are required to obtain your written permission before faxing you a proposal, renewal information or applications, or any other such information “advertising the commercial availability” of insurance. By including your fax number(s) on this application, and signing the application, you verify that you are authorized to receive, and consent to receive, such faxes.

A:

A list of staff attorneys showing bar card number, year admitted to Bar, and years in practice;

Leslie Schweinle Ginzel	SBN: 24060916	Admission: 2008	Practice: 9 years
Justin Thompson	SBN: 24063789	Admission: 2010	Practice: 7 years
Stephanie Marrone	SBN: 24087976	Admission: 2013	Practice: 4 years
Stephanie Truong	SBN: 24077226	Admission: 2012	Practice: 5 years
Brettney Moore	Pending Bar Passage Results		

B: Guidelines of client eligibility;

- See Exhibit "A" below.

C. Description of Pro Bono and non-Pro Bono services with fee schedule:

Beacon Law launched our Pro Bono Partners program this calendar year with the intention of raising pro bono support for the Houston homeless. Through this program, cases can be shared discreetly through our cloud based case management system with the selected attorney. Of Counsel Agreements are obtained and both a Beacon Law attorney and the outside counsel remain as case handlers for the case. Much support and guidance is provided to pro bono in terms of case management tools, templates, CLEs and direct mentorship. The vast majority of cases handled by Beacon Law are under the direct supervision or handling of a staff attorney. There are no fees charged for any of Beacon Law's services, either Pro Bono or non-Pro Bono.

D. Information regarding publications and sponsored meetings.

Currently Beacon Law has 4 CLE's pending accreditation through the State Bar of Texas MCLE department.

- General Civil Legal Aid for the Homeless; 1.5 credit hour
- Nuts & Bolts of Clearing Criminal History; 1.5 Credit hour
- Overcoming Hurdles to Obtaining a Texas Driver's License; 1 credit hour
- Reentry and Civil Legal Aid in Texas; 1 credit hour

Exhibit A - Client Eligibility Policies

POLICY REGARDING PROHIBITIONS UNDER TAJF GRANT FUNDING

Purpose

The purpose of this policy is to ensure that Beacon Law's funded resources will be used to provide high quality legal assistance in accordance with the grant restrictions provided by TAJF.

Prohibitions Applicable to All Employees

No employee of Beacon Law shall engage in the following acts in the course of employment with Beacon Law:

- Directly or indirectly support a class action lawsuit;
- Directly or indirectly support a lawsuit against a governmental entity (except by groups or individuals to gain benefits authorized by statute or regulation), political party or candidate;
- To directly or indirectly support lobbying for or against a candidate or issue;
- To directly or indirectly support abortion litigation;
- To directly or indirectly represent an individual who is confined to jail or prison; T
- To directly or indirectly provide legal services to an individual who is not legally in this country unless necessary to protect the physical safety of the individual; and
- In matters that might reasonably be expected to result in a fee from public funds or from an opposing party unless appropriate attempts have been made to obtain representation from an attorney in private practice.

Attorney-Client Relationship

Nothing in this policy is intended to prevent any attorney or staff attorney from providing any form of legal assistance to any eligible client, or to interfere with the fulfillment of any attorney's professional responsibilities to a client.

POLICY REGARDING FINANACIAL ELIGIBILITY

Purpose

Beacon Law hereby adopts the following Financial Eligibility Policies and Procedures for individuals and groups who are provided legal assistance supported with funds received from the Texas Access to Justice Foundation (TAJF). Only individuals and groups determined to be financially eligible under these policies and under TAJF regulations may receive legal assistance supported in whole or in part with TAJF funds. These policies do not apply to individuals or groups for whom service is wholly supported by funds from sources other than TAJF; in such situations, representation of individuals or groups must be determined based on law, regulations, specific grant requirements or other program policies. Eligibility

under these policies does not create an entitlement to legal assistance. Beacon Law will determine whether or not to provide legal assistance to an eligible individual or group based on the merits of the particular case and Beacon Law' priorities and case acceptance criteria.

Determination of Financial Eligibility

An applicant will be determined to be financially eligible for legal assistance if the applicant's assets do not exceed the asset ceiling, or the asset ceiling has been waived, and:

- The applicant's income is at or below the annual income ceiling; or
- The applicant's income exceeds the annual income ceiling but one or more exceptions to the annual income ceilings apply.

Beacon Law staff shall make reasonable inquiry regarding the sources of an applicant's income, the applicant's income prospects and the applicant's assets. If there is substantial reason to doubt the accuracy of financial eligibility information provided to Beacon Law by an applicant or group, Beacon Law staff shall make appropriate inquiry to verify the information in a manner consistent with the attorney-client relationship.

Income

Maximum Annual Income Ceiling: Beacon Law sets the maximum annual income ceiling for individuals and households served by Beacon Law using TAJF funds at 125% of the Federal Poverty Guidelines, as published annually in the Federal Register.

Veteran Exceptions to the Annual Income Ceiling

An exception to the Annual Income Ceiling is allowed when the Applicant is a Veteran of the United States Military and their income is at or below 200% of the Federal Poverty Guidelines as published annually in the Federal Register.

Other Exceptions to Annual Income Ceiling

Exceptions approved by the Program Director must be in writing, must be obtained prior to accepting a case, and must be based on written documentation that shall be maintained in the client's case file. Exceptions approved by Beacon Law Program Manager or his designee must be documented on the Beacon Law form entitled, "Over Income/Asset Waiver Form." The form granting the exception shall be included in the client's case file, and a copy of the form shall be forwarded to the Program Manager. The Program Manager shall maintain the form in a file in order to provide information to TAJF as to the number of applicants granted exceptions and the factual basis for the decisions.

Documentation of Financial Eligibility

Beacon Law staff must identify and document the applicant's income and assets that are considered in determining the applicant's financial eligibility. Actual documentation independent of information received through the intake process must be provided by the applicant.

Examples of acceptable documentation include, but are not limited to, Social Security award letter, award letter from the department of Veterans Affairs, award letter from the Department of Health and Human Services for food stamps or TANF, statement of Unemployment benefits, pay check stubs.

If the applicant does not possess any documentation to support their income that has been prepared by a third party, the documentation requirement can be filled by the completion of a sworn "Self Certification of Income". The documentation must be retained in the applicant's case file.

Documentation of eligibility under this policy must be received and accompany the intake form for an application to be deemed complete. Incomplete applications will not be reviewed by the Case Acceptance Committee and no assistance beyond the initial intake may be performed by employees funded by TAJF funds.

Representation of Groups

Beacon Law does not represent groups, associations, for profit or not for profit organizations, corporations or partnerships.

Change in Financial Eligibility

If, after making a determination of financial eligibility and accepting a client for TAJF-funded service, Beacon Law staff becomes aware that the client has become financially ineligible for TAJF-funded services due to a change in circumstances, Beacon Law shall discontinue representation if the change in circumstances is sufficient, and is likely to continue, to enable the client to afford private legal assistance, and discontinuation is not inconsistent with applicable rules of professional responsibility. If, after making a determination of financial eligibility and accepting a client for service, Beacon Law staff later determines that the client is financially ineligible on the basis of later discovered or disclosed information, Beacon Law shall discontinue representation if the discontinuation is not inconsistent with applicable rules of professional responsibility.

Review of Eligibility Policies

The governing body of Beacon Law shall review these Financial Eligibility Policies and Procedures at least once every two years, and shall make revisions as necessary.

POLICY REGARDING ELIGIBILITY BASED ON HOMELESSNESS

Purpose

Beacon Law hereby adopts the following Policy Regarding Eligibility Based on Homelessness for individuals who are provided legal assistance supported with funds received from the Texas Access to Justice Foundation (TAJF). Only individuals and groups determined to be Homeless may receive legal assistance supported in whole or in part with TAJF funds. These policies do not generally apply to individuals for whom service is wholly supported by funds from sources other than TAJF; in such situations, representation of individuals must be determined based on law, regulations, specific grant requirements or other program policies. Eligibility under these policies does not create an entitlement to legal assistance. Beacon Law will determine whether or not to provide legal assistance to an eligible individual based on the merits of the particular case and Beacon Law' priorities and case acceptance criteria.

Determination of Homelessness

An applicant will be determined to be eligible for legal assistance based on homelessness if the applicant meets the Federal Definition of Homelessness as determined by the Department of Housing and Urban Development.

The current definition includes four broad categories of homelessness:

- a) People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter or a place not meant for human habitation before entering the institution. The only significant change from existing practice is that people will be considered homeless if they are exiting an institution where they resided for up to 90 days (it was previously 30 days), and were homeless immediately prior to entering that institution.
- b) People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing. HUD had previously allowed people who were being displaced within 7 days to be considered homeless. The regulation also describes specific documentation requirements for this category.
- c) Families with children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth (up to age 24) who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.
- d) People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence.

Documentation of Homelessness

Beacon Law staff must identify and document the applicant's homelessness in determining the applicant's eligibility. Actual documentation independent of information received through the intake process must be provided by the applicant.

Examples of acceptable documentation include, but are not limited to, homeless letters from recognized Houston area emergency shelters or case management resources.

If the applicant does not possess any documentation to support their homelessness that has been prepared by a third party, the documentation requirement can be filled by the completion of a sworn "Self Certification of Homelessness". The documentation must be retained in the applicant's case file.

Documentation of eligibility under this policy must be received and accompany the intake form for an application to be deemed complete. Incomplete applications will not be reviewed by the Case Acceptance Committee and no assistance beyond the initial intake may be performed by employees funded by TAJF funds.

Change in Eligibility based on Homelessness

If, after making a determination of eligibility and accepting a client for TAJF-funded service, Beacon Law staff becomes aware that the client no longer meets the definition of homeless due to a change in circumstances, Beacon Law shall discontinue representation if the change in circumstances is sufficient, and is likely to continue, to enable the client to afford private legal assistance, and discontinuation is not inconsistent with applicable rules of professional responsibility. If, after making a determination of financial eligibility and accepting a client for service, Beacon Law staff later determines that the client is ineligible on the basis of later discovered or disclosed information, Beacon Law shall discontinue representation if the discontinuation is not inconsistent with applicable rules of professional responsibility.

Review of Eligibility Policies

The governing body of Beacon Law shall review this Policy Regarding Eligibility based on Homelessness at least once every two years, and shall make revisions as necessary.

POLICY REGARDING ELIGIBILITY BASED ON CITIZENSHIP

Purpose

Beacon Law hereby adopts the following Policy Regarding Eligibility Based on Citizenship for individuals who are provided legal assistance supported with funds received from the Texas Access to Justice Foundation (TAJF). Only individuals determined to be Citizens of the United States, Legally documented immigrants to the United States or persons documented under other provisions such as asylum through USCIS may receive legal assistance supported in whole or in part with TAJF funds. Individuals who are wholly undocumented or it is determined do not possess legally obtained documentation are not eligible for services provided by Beacon Law.

Documentation of Citizenship/Immigrant Status

Beacon Law staff must identify and document the applicant's Citizenship and/or Immigrant Status in determining the applicant's eligibility. Actual documentation independent of information received through the intake process must be provided by the applicant.

Examples of acceptable documentation include, but are not limited to, photo copy of state issued identification, photo copy of Social Security Card, Social Security Print out, Certificate of Citizenship or other USCIS issued documentation.

If the applicant does not possess any documentation to support their Citizenship and/or Immigrant Status that has been prepared by a third party, the documentation requirement can be filled by the completion of a sworn "Self Certification of Citizenship/Immigrant Status". The documentation must be retained in the applicant's case file.

Documentation of eligibility under this policy must be received and accompany the intake form for an application to be deemed complete. Incomplete applications will not be reviewed by the Case Acceptance Committee and no assistance beyond the initial intake may be performed by employees funded by TAJF funds.

Review of Eligibility Policies

The governing body of Beacon Law shall review this Policy Regarding Eligibility based on Citizenship/Immigrant Status at least once every two years, and shall make revisions as necessary.

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham Insurance & Risk Mgmt. P. O. Box 1388 Houston, TX 77251-1388 713 526-3366	CONTACT NAME: Charlotte Landry PHONE (A/C, No, Ext): 713 526-3366 FAX (A/C, No): 512-640-2758 E-MAIL ADDRESS: charlotte.landry@worthaminsurance.com														
INSURED The Beacon of Downtown Houston Attn: Rebecca Landes, Chief Exec Dir 1117 Texas Avenue Houston, TX 77002	<table border="1"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Illinois National Insurance Com</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co Pitt</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois National Insurance Com	23817	INSURER B : National Union Fire Ins Co Pitt	19445	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			06LX0864781018000	06/25/2017	06/25/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			29UD0158463678000	06/25/2017	06/25/2018	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			06LX0864781018000	06/25/2017	06/25/2018	\$1,000,000 Occurrence	\$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bank of America is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Bank of America, N1-007-20-05
100 N. Tryon St.
Charlotte, NC 28255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham + Son L.P.

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

DEPARTMENT OF THE TREASURY

Date: JUN 29 2007

Employer Identification Number:
71-0933434

DLN:

17053097837077

Contact Person:

SHAWNDEA KREBS

ID# 31072

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

CATHEDRAL HEALTH MINISTRIES
1117 TEXAS AVE
HOUSTON, TX 77002-3113

Dear Applicant:

Our letter dated May 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

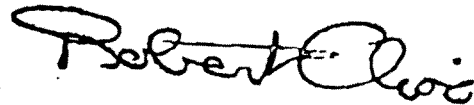
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2503
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 15 2003

CATHEDRAL HEALTH MINISTRIES
1117 TEXAS AVE
HOUSTON, TX 77002

Employer Identification Number:
71-0933424
DLN:
17053050101023
Contact Person:
TERRY KAYE ID# 31033
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
October 1, 2002
Advance Ruling Period Ends:
December 31, 2006
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

CATHEDRAL HEALTH MINISTRIES

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. --Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

CATHEDRAL HEALTH MINISTRIES

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is 'available' in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

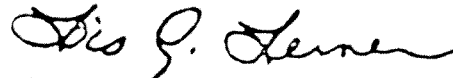
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

CATHEDRAL HEALTH MINISTRIES

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lechner
Director, Exempt organizations
Rulings and Agreements

Enclosure(s):
Form 872-C

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK
HARRIS COUNTY, TEXAS

This is to acknowledge receipt of certificate of operation under Assumed Name which was filed in my office for CATHEDRAL HEALTH AND OUTREACH MINISTRIES under the file number as shown on the cash register validation above, and indexed in the Assumed Name Records as prescribed by law.

The certificate shows

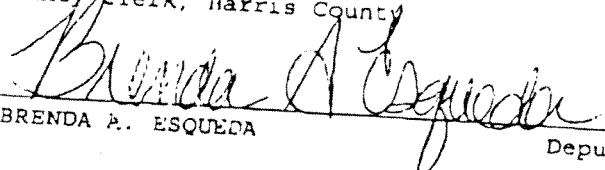
CATHEDRAL HEALTH MINISTRIES

to be the owner(s) of said business.

The period (not to exceed 10 years) during which the assumed name will be used is shown as JUNE 13, 2007 through JUNE 13, 2017.

Whenever there is a change of ownership, a withdrawal certificate shall be executed and duly acknowledged by the person or persons so withdrawing from or disposing of their interest in said business. Until such certificate has been filed, they shall remain liable for all debts incurred in the operation of said business.

Beverly B. Kaufman
County Clerk, Harris County


BRENDA A. ESQUEDA Deputy



Board of Directors 2018

Board Chair

Barkley Thompson
Dean at Christ Church Cathedral
1117 Texas Avenue
Houston, Texas 77002
713-590-3306

Vice President

William Randall
Commercial Realtor
2001 Kirby, Suite 610
Houston, Texas 77019
713-523-6603

President

Victoria "Wick" Rowland
Community Volunteer
12900 Newberg Road
Cat Spring, Texas 78933
713-520-5611

Treasurer (Ex Officio)

Patrick Saccomanno
Controller at The Beacon
1117 Texas
Houston, Texas 77002
713-220-9759

Secretary

Ben Powell
Engineer at Chevron Corporation
1400 Smith Street, #3600
Houston, Texas 77002
713-294-3525

Alison Bell

Community Volunteer
914 Main Street #2301
Houston, Texas 77002
713 504-4610

Mary Hankey

Community Volunteer
3457 Meadow Lake Ln.
Houston, Texas 77027

Lee Bischoff

Business Manager at CPA Global
24900 Pitkin Road, Suite 110
Spring, Texas 77386
713-829-4118

Benjamin Hernandez

Chief Financial Officer at Houston Department of
Health and Human Services
8000 North Stadium Drive
Houston, Texas 77054
832-428-4463

Carole Dodson

Retired, ExxonMobil
2123 Huldy Street
Houston, Texas 77019
713-521-3527

Clay Lein

Rector, Church of St. John the Divine
2450 River Oaks Blvd.
Houston, Texas 77019
713-380-9351

Bilinda Matusek
Community Volunteer
18825 Autumn Breeze Dr.
Spring, Texas 77379
281-370-6166

Catherine McDonald
Community Volunteer
1916 Albans Road
Houston, Texas 77005
202-744-0156

Alisa Stamp Mengwasser
Wealth Management at Goldman Sachs
1100 Louisiana, Suite 550
Houston, Texas 77002
713-654-8434

Harry Pinson
Community Volunteer
2415 San Felipe St., Unit 7
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harrycpinson@mac.com

Loretta Ray
Housing Case Manager
4811 Algernon Drive
Spring, Texas 77373
281-210-6342

Andrew W. Roff
Vice Chairman at Roff Resources, LLC
600 Travis, Suite 7070
Houston, Texas 77002
713-658-1038

Lisa Sherrill
Retired Attorney/Community Volunteer
2132 Peckham St.
Houston, Texas 77019
713-822-8373

JJ Stevak
Scheduling Manager at CITGO
1293 Eldridge Pkwy
Houston, Texas 77077
832-486-1408

Carol Vickery
Legal Assistant at The Vickery Law Firm
5569 Dolivar Drive
Houston, Texas 77056
713-858-5457

Rebecca Villanueva
Office Assistant at CHI St. Luke's
15339 Chestnut Lane
Channelview, Texas 77530
713-835-2481

Tommy Williams
Senior Pastor at St. Paul's United Methodist Church
5501 Main Street
Houston, Texas 77004
713-528-0527

Paul G. Yale
Shareholder at Gray, Reed & McGraw, PC
1300 Post Oak Blvd
Suite 2000
Houston, Texas 77056
713-986-700



Office of the Secretary of State

CERTIFICATE OF FILING OF

The Beacon of Downtown Houston
800131304

[formerly: Cathedral Health and Outreach Ministries]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/03/2017

Effective: 04/03/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

APR 03 2017

Certificate of Amendment

Corporations Section

Entity Information

The name of the filing entity is:

Cathedral Health and Outreach Ministries

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 800131304

The date of formation of the entity is: October 1, 2002

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The Beacon of Downtown Houston

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

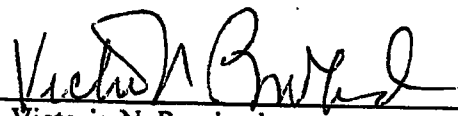
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: Mar 33, 2017

By: 
Victoria N. Rowland
President
