

Chartis Insurance Company of Canada
(herein called the Insurer)

**NOT-FOR-PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY
INCLUDING EMPLOYMENT PRACTICES LIABILITY INSURANCE**

NOT-FOR-PROFIT PROTECTORsm

Replacement of Policy No.: 152 69 56

Policy No.: 06 285 45 95

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENCE. AMOUNTS INCURRED FOR LEGAL DEFENCE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. HOWEVER, THE INSURED MAY UNDER CERTAIN CONDITIONS TENDER THE DEFENCE OF A CLAIM. IN ALL EVENTS, THE INSURER MUST ADVANCE DEFENCE COSTS PAYMENTS PURSUANT TO THE TERMS HEREIN PRIOR TO THE FINAL DISPOSITION OF A CLAIM.

DECLARATIONS

ITEM 1. NAMED ORGANIZATION: North American Wildlife Enforcement Officers Association

MAILING ADDRESS: 1610 N Fenwick Crescent, Regina, SK S4X 4N4

JURISDICTION OF INCORPORATION
OF THE NAMED ORGANIZATION (Provincial or Federal): Regina

ITEM 2. SUBSIDIARY COVERAGE: any past, present or future Subsidiary of the Named Organization

ITEM 3. POLICY PERIOD: From: February 26, 2010 To: February 26, 2011
(12:01 A.M. standard time at the address stated in Item 1.)

ITEM 4. LIMIT OF LIABILITY: \$1,000,000 aggregate for each Policy Year Coverages A, B and C combined
(including Defence Costs)

ITEM 5. RETENTION:

- A. Judgments, Settlements and Defence Costs (Non-Indemnifiable Loss or Indemnifiable Loss incurred solely by Organizations in Financial Insolvency) None

B. Judgments, Settlements and Defence Costs (Coverage C and all other Indemnifiable Loss) \$1,000 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts (waivable under Clause 6 in certain circumstances)

ITEM 6. CONTINUITY DATES:

A. Coverages A & B: February 26, 2002
 B. Coverage C: February 26, 2002

ITEM 7. A. PREMIUM:

1 Year Premium		\$2,251	
3 Year Premium Prepaid		n/a	
3 Year Installments payable each anniversary	1 st	n/a	inception
	2 nd	n/a	
	3 rd	n/a	

B. ADDITIONAL PREMIUM FOR PUNITIVE, EXEMPLARY AND MULTIPLIED DAMAGES: \$ incl. (included in above)

(No punitive damages coverage provided:)

ITEM 8. NAME AND ADDRESS OF INSURER ("Insurer"):
 (This policy is issued only by the insurance company indicated below.)


Chartis Insurance Company of Canada
 145 Wellington Street West
 Toronto, Ontario M5J 1H8

PRODUCER: Butler Byers Insurance Ltd.
 301 - 4th Avenue North
 Saskatoon, SK S7K 2L8

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing.

By signing below, the Chief Executive Officer and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.


 Chief Executive Officer
 Chartis Insurance Company
 of Canada


 Secretary
 Chartis Insurance Company
 of Canada

Toronto, Ontario
 Signed At

February 25, 2010
 Date

CUSTOMER ADVISORY REGARDING THE ENFORCEMENT OF ECONOMIC EMBARGOES AND TRADE SANCTIONS

This Trade Sanction Advisory is part of Chartis' comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

**NOT-FOR-PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY
INCLUDING EMPLOYMENT PRACTICES LIABILITY INSURANCE**

NOT-FOR-PROFIT PROTECTOR

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application forming a part hereof and its attachments and the material incorporated therein, the insurance company designated in Item 8 of the Declarations, herein called the "Insurer", agrees as follows:

1. INSURING AGREEMENTS

COVERAGE A: INDIVIDUAL INSURED INSURANCE

This policy shall pay on behalf of each and every Individual Insured Loss arising from a Claim first made against such Individual Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in his/her respective capacities as an Individual Insured of the Organization, except when and to the extent that the Organization has indemnified the Individual Insured. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

COVERAGE B: ORGANIZATION INDEMNIFICATION REIMBURSEMENT INSURANCE

This policy shall pay on behalf of the Organization Loss arising from a Claim first made against an Individual Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in his/her respective capacities as an Individual Insured of the Organization, but only when and to the extent that the Organization has indemnified such Individual Insured for such Loss pursuant to law, common or statutory, or contract, or the Charter or By-laws of the Organization duly effective under such law which determines and defines such rights of indemnity. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

COVERAGE C: ORGANIZATION ENTITY COVERAGE

This policy shall pay on behalf of the Organization Loss arising from a Claim first made against the Organization during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act of the Organization. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

DEFENCE PROVISIONS

The Insurer does not assume any duty to defend; provided, however, the Named Organization may at its sole option, and in accordance with Clause 8, tender to the Insurer the defence of a Claim for which coverage is provided by this policy. Regardless of whether the defence is so tendered, the Insurer shall advance Defence Costs (excess of the Retention amount) of such Claim prior to its final disposition. Selection of counsel to defend a "Class Action Claim", as defined in Clause 9, shall be made in accordance with Clause 9 of the policy.

2. DEFINITIONS

- (a) "Affiliate" shall mean any not for profit organization other than a Subsidiary which:
 - (1) the Named Organization or any Subsidiary controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or

- (2) is granted by contract the right to control the financial or managerial decisions of the Organization or any Subsidiary.

Provided, however that such coverage as is provided by sections (1) and (2) above shall be limited solely to Wrongful Acts occurring in the course of the exercise of such control of financial or managerial decisions.

(b) "Claim" means:

- (1) a written demand for monetary relief; or
- (2) a civil, criminal, regulatory or administrative proceeding for monetary or non-monetary relief which is commenced by:
 - (i) service of an originating legal process or similar pleading; or
 - (ii) return of an information or criminal charge; or
 - (iii) receipt or filing of a notice of charges; or
- (3) any request to toll or waive any statute of limitations.

The term "Claim" shall include an Employment Practices Claim, provided however, that in no event shall the term "Claim" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

(c) "Continuity Date" means the date set forth in:

- (1) Item 6A of the Declarations with respect to all coverages other than Coverage C; or
- (2) Item 6B of the Declarations with respect to Coverage C only.

(d) "Defence Costs" means reasonable and necessary fees, costs and expenses consented to by the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a Claim against the Insureds, but excluding salaries of Individual Insureds.

(e) "Employee(s)" means any past, present or future employee of the Organization, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal and temporary Employee of the Organization in his or her capacity as such.

(f) "Employment Practices Claim" means a Claim alleging an Employment Practices Violation.

(g) "Employment Practices Violation(s)" means any actual or alleged:

- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment;
- (2) sexual harassment or workplace harassment of any kind
- (3) discrimination;
- (4) Retaliation (including lockouts);
- (5) employment-related misrepresentation(s) to an Employee or applicant for employment with the Organization;
- (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
- (7) wrongful failure to employ or promote;
- (8) wrongful deprivation of career opportunity, wrongful demotion or negligent Employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

- (9) wrongful discipline;
- (10) failure to grant tenure;
- (11) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any Employment Practices Violation;
- (12) violation of an individual's human rights relating to any of the above,

but only if the Employment Practices Violation relates to an Individual Insured, or applicant for employment, with the Organization or an Outside Entity, whether direct, indirect, intentional or unintentional.

- (h) "Financial Insolvency" means: (1) entering into proceedings in bankruptcy or (2) the taking of control, the supervision of, or the managing or liquidating the financial affairs of such entities by a receiver, conservator, liquidator, trustee, rehabilitator, or similar official.
- (i) "Individual Insured(s)" means a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the Organization), staff or faculty member (salaried or non-salaried), Employee or volunteer of the Organization. Coverage will automatically apply to all new persons who become Individual Insureds after the inception date of this policy.
- (j) "Insured(s)" means the Organization and all Individual Insureds.
- (k) "Loss" means damages, judgments, settlements, pre- and post-judgment interest and Defence Costs; however, Loss shall not include: (1) civil or criminal fines or penalties imposed by law; (2) taxes; (3) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (4) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

If an additional premium is stated in Item 7B of the Declarations page, then Loss shall specifically include, (subject to the policy's other terms, conditions and exclusions) punitive, exemplary and aggravated damages. It is further understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. If an additional premium is not stated in Item 7B of the Declarations, then Loss shall not include punitive, exemplary damages or aggravated damages. In all events, coverage shall not be provided to any particular Insured who has been adjudicated to have obtained a profit or advantage or committed a fraudulent or dishonest act or a willful violation of any statute, rule or law.

- (l) "No Liability" means: (1) a final judgment of no liability obtained prior to trial, in favor of all Insureds, by reason of a motion to dismiss or motion for summary judgment, after the exhaustion of all appeals; or (2) a final judgment of no liability obtained after trial, in favor of all Insureds, after the exhaustion of all appeals. In no event shall the term "No Liability" apply to a Claim made against an Insured for which a settlement has occurred.
- (m) "Non-Employment Discrimination" means any actual or alleged sexual harassment or unlawful discrimination, as described in paragraphs (2) and (3) of the definition of Employment Practices Violation, or the violation of the civil rights of a person relating to such sexual harassment or discrimination, when such acts are alleged to be committed against anyone other than an Individual Insured, or applicant for employment with the Organization or an Outside Entity, including, but not limited to: students, patients, members, customers and suppliers.
- (n) The "Organization" means: (1) the Named Organization designated in Item 1 of the Declarations; (2) any Subsidiary thereof; and (3) any Affiliate thereof listed by endorsement to this policy.
- (o) "Outside Entity" means:

- (1) in Canada a charitable organization as defined in section 149.1 1 (b) of the Income Tax Act, R.S.C. 1985 (5th Supp.); or
- (2) in the United States a not-for-profit organization under section 501 (c) (3) of the Internal Revenue Code of 1986 (as amended).

Such coverage as is provided by this policy shall be specifically excess of any insurance in force as respects such Outside Entity and any indemnification provided by such Outside Entity.

- (p) "Policy Period" means the period of time from the inception date shown in Item 3 of the Declarations to the earlier of the expiration date shown in Item 3 of the Declarations or the effective date of cancellation of this policy.
- (q) "Policy Year" means a period of one year, within the Policy Period, commencing each year on the day and hour first named in Item 3. of the Declarations, or if the time between the effective date or anniversary and termination of the Policy is less than one year, then such lesser period.
- (r) "Related Wrongful Acts" shall mean Wrongful Acts which are the same, related or continuous, or Wrongful Acts which arise from a common nucleus of facts. Claims can allege Related Wrongful Acts regardless of whether such Claims involve the same or different claimants, Insureds or legal causes of action.
- (s) "Retaliation" means a wrongful act of an *Insured* relating to or alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an employee to a superior or to any governmental agency of an act by an *Insured* which act is alleged to be a violation of any federal, provincial, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an employee of any right that such employee has under law, including rights under workers' compensation laws, the Canada Labour Code, R.S.C. 1985, c. L-2, the Canadian Human Rights Act, R.S.C. 1985, c. H-6, the Employment Equity Act, R.S.C. 1985, c. 23 (2nd supp.) or any law relating to employee rights; (3) employee strikes.
- (t) "Subsidiary" means:
 - a) any organization which, on or before the inception of the Policy Period, the Organization owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its Subsidiaries, or has, on or before the inception of the Policy Period, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its Subsidiaries;
 - b) automatically any not for profit organization which becomes a Subsidiary during the Policy Period and where the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 30% of the similarly calculated assets of the Named Organization as of the inception date of the Policy Period; or
 - c) any for profit organization which becomes a Subsidiary during the Policy Period and where the book value of such entity's assets determined in accordance with "GAAP" totals less than 20% of the similarly calculated assets of the Named Organization as of the inception date of the Policy Period.

With regard to paragraphs b) and c) above, the Named Organization shall provide the Insurer with full particulars of the Subsidiary before the end of the Policy Period.

Any organization which becomes a Subsidiary during the Policy Period but exceeds the asset limitations stated in b) or c) above, (hereinafter "New Subsidiary") shall be provided coverage under this policy, but only upon the condition that within 90 days after the date of its becoming a Subsidiary, the Named Organization shall have provided the Insurer with full particulars of the New Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such New Subsidiary. Further, such coverage as shall be afforded to the New Subsidiary is conditioned upon the Named Organization paying when due any additional premium required by the Insurer relating to such New Subsidiary.

An organization becomes a Subsidiary when the Named Organization owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its Subsidiaries, or has, on or before the inception of the Policy Period, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its Subsidiaries.

In all events, such coverage as is afforded under this policy with respect to a Claim made against any Subsidiary, or any Individual Insured of a Subsidiary, shall only apply for Wrongful Acts committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

(u) "Wrongful Act" means:

- (1) with respect to Individual Insureds, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such Individual Insureds in his/her respective capacities as such, or any matter claimed against such Individual Insured solely by reason of his/her status as Individual Insureds of the Organization;
- (2) with respect to the Organization under Coverage C, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by or on behalf of the Organization;
- (3) with respect to service on an Outside Entity, any matter claimed against such Individual Insureds arising out of such Insured serving as a director, trustee, trustee emeritus or governor of an Outside Entity in such capacity, but only if such service is at the specific written request or direction of the Organization;
- (4) with respect to both the Individual Insureds and the Organization and subject to paragraphs 1, 2 and 3 above, "Wrongful Act" shall specifically include:
 - (a) Employment Practices Claims;
 - (b) Non-Employment Discrimination;
 - (c) violation of the Competition Act or similar federal, provincial or local statutes or rules;
 - (d) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
 - (e) wrongful entry or eviction or other invasion of the right of occupancy;
 - (f) false arrest or wrongful detention;
 - (g) plagiarism; and
 - (h) infringement of copyright or trademark or unauthorized use of title.

3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover Loss arising from any Claims made against the estates, heirs, or legal representatives of deceased Individual Insureds, and the legal representatives of Individual Insureds in the event of an Individual Insured's incompetency, insolvency or bankruptcy, who were Individual Insureds at the time the Wrongful Acts upon which such Claims are based were committed.

Subject otherwise to the terms hereof, this policy shall cover Loss arising from all Claims made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an Individual Insured for all Claims arising solely out of his or her status as the spouse of an Individual Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Individual Insured and the spouse, or property transferred from the Individual Insured to the spouse; provided, however, that this extension shall not afford coverage for any Claim for any actual or alleged Wrongful Act of the spouse, but shall apply only to Claims arising out of any actual or alleged Wrongful Acts of an Individual Insured, subject to the policy's terms, conditions and exclusions.

4. EXCLUSIONS

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

- (a) arising out of, based upon or attributable to the gaining in fact of any profit or advantage to which an Insured was not legally entitled;
- (b) arising out of, based upon or attributable to the committing in fact any criminal, or deliberate fraudulent act;

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of exclusions 4(a) and 4(b).]

- (c) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or Related Wrongful Act alleged or contained in any Claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (d) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) human rights tribunal proceeding or investigation (Federal or Provincial) of which an Insured had notice, as of the Continuity Date, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or human rights tribunal proceeding or investigation (Federal or Provincial);
- (e) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an Individual Insured serving in any capacity, other than with the Organization or as a director, trustee, trustee emeritus or governor of an Outside Entity;
- (f) which is brought by or on behalf of the Organization against any Individual Insured; provided however, this exclusion shall not apply to any derivative Claim made on behalf of the Organization by a member, a government body or any other such representative party if such action is brought and maintained independently of and without the solicitation of or assistance of, or active participation of or intervention of any Individual Insured or the Organization or any Affiliate thereof;
- (g) for any Wrongful Act arising out of an Individual Insured serving as a director, trustee, trustee emeritus or governor of an Outside Entity if such Claim is brought by the Outside Entity or by any director, trustee, trustee emeritus or governor thereof;

- (h) for bodily injury (other than emotional distress or mental anguish), disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
- (i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
 - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants,

including but not limited to a Claim alleging damage to the Organization or its members.

Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

- (j) alleging, arising out of, based upon or attributable to a breach of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Canada Pension Benefits Standards Act, 1985, R.S.C. 1985, c. 32 (2nd Supp.), or the Ontario Pension Benefits Act, R.S.O. 1990, c. P.8 or by the Employee Retirement Security Act of 1974 (ERISA) and amendments, the Canada Labour Code, R.S.C. 1985, c. L-2, the Labour Adjustments Benefits Act, S.C. 1996, c. 23 or any federal or provincial workers' compensation legislation or any similar statutory or regulatory law.
- (k) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an Insured under any express contract or agreement, express or implied, either oral or written, provided, however, that this exclusion shall not apply to liability which would have attached in the absence of such contract or agreement;
- (l) for any civil or criminal fines imposed by law and any taxes (whether imposed by federal, provincial, municipal, or other governmental authority);
- (m) alleging, arising out of, or in any way relating to any purchase or sale of securities by the Named Organization, Subsidiary or Affiliate or Claims brought by securities holders of the Organization in their capacity as such; provided, however, this exclusion shall not apply to the issuance by the Organization of tax exempt bond debt or Claims brought by tax exempt bond debt holders.

5. **LIMIT OF LIABILITY (FOR ALL LOSS - INCLUDING DEFENCE COSTS)**

The Limit of Liability stated in Item 4 of the Declarations is the limit of the Insurer's liability for all Loss, under Coverage A, Coverage B and Coverage C combined, arising out of all Claims first made against the Insureds during a Policy Year or the Discovery Period (if applicable); however, the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Year in which the Discovery Period is elected. Further, any Claim which is made subsequent to a Policy Year or the Discovery Period (if applicable) which pursuant to Clause 7(b) or 7(c) is considered made during the Policy Year or Discovery Period shall also be subject to the one applicable aggregate Limit of Liability stated in Item 4 of the Declarations.

Defence Costs are not payable by the Insurer in addition to the Limit of liability. Defence Costs are part of Loss and as such are subject to the Limit of Liability for Loss.

This policy provides one aggregate Limit of Liability for each Policy Year. In no event shall the Limit of Liability for any one Policy Year exceed the aggregate Limit of Liability as stated in Item 4 of the Declarations.

6. **RETENTION CLAUSE**

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5(B) of the Declarations, such Retention amount to be borne by the Organization and shall remain uninsured, with regard to all Loss for which the Organization has indemnified or is permitted or required to indemnify the Individual Insureds ("Indemnifiable Loss") and Loss under Coverage C. A single Retention amount shall apply to Loss arising from all Claims alleging the same Wrongful Act or Related Wrongful Acts.

Except as hereinafter stated, no Retention shall apply to a Claim in the event of the Financial Insolvency of the Named Organization and all Subsidiaries or Affiliates which are permitted or required to indemnify the Individual Insured with regard to such Claim. Provided, however, the Organization hereby agrees to indemnify the Insureds to the fullest extent permitted by law taking all steps necessary in furtherance thereto, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract. The Named Organization and all Subsidiaries and Affiliates will be conclusively deemed to have indemnified the Individual Insureds to the extent that the Organization is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the Organization.

Further, no Retention shall apply to all coverages for any Claim which is in the form of a civil litigation for monetary relief, and the Insurer shall thereupon reimburse the Defence Costs paid by the Insured, in the event of:

- (1) a determination of No Liability of all Insureds; or
- (2) a dismissal or a stipulation to dismiss the civil litigation Claim without prejudice and without the payment of any consideration by any Insured;

provided, however, that in the case of (2) above, such reimbursement shall occur one hundred twenty (120) days after the date of dismissal or stipulation as long as the Claim is not re-brought (or any other Claim which is subject to the same single retention by virtue of Clause 6 is not brought) within ninety (90) days from the time of such dismissal or stipulation, and further subject to an undertaking by the Organization in a form acceptable to the Insurer that such reimbursement shall be paid back by the Organization to the Insurer in the event the Claim (or any other Claim which is subject to the same single retention by virtue of Clause 6) is brought after such 90 day period and before the expiration of the statute of limitations for such Claim.

7. **NOTICE/CLAIM REPORTING PROVISIONS**

Notice hereunder shall be given in writing to the Insurer named in Item 8 of the Declarations at the address indicated in Item 8 of the Declarations. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. A Claim shall be considered to have been first made against an Insured when written notice of such Claim is received by any Insured, by the Named Organization on the behalf of any Insured or by the Insurer, whichever comes first.

- (a) The Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim made against an Insured as soon as practicable and either:
 - (1) anytime during the Policy Year or during the Discovery Period (if applicable); or
 - (2) within 30 days after the end of the Policy Year or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.
- (b) If written notice of a Claim has been given to the Insurer pursuant to Clause 7(a) above, then any Claim which is subsequently made against the Insureds and reported to the Insurer

alleging, arising out of, based upon or attributable to the facts alleged in the Claim for which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the Claim of which such notice has been given, shall be considered made at the time such notice was given.

- (c) If during the Policy Period or during the Discovery Period (if applicable) the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Insurer of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

8. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defence of any Claim to the Insurer, which right shall be exercised in writing by the Named Organization on behalf of all Insureds to the Insurer pursuant to Clause 7 of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to Clause 7 of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defence of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be obligated to assume the defence of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defence of the Claim shall be effective upon written confirmation thereof sent by the Insurer to the Named Organization. Once the defence has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defence of such Claim, including, but not limited to, negotiating a settlement, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of a Settlement Opportunity as described in this Clause 8.

When the Insurer has not assumed the defence of an Claim pursuant to this Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defence Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds, severally according to their respective interests, in the event and to the extent that the Insureds shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defence Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defence of a Claim pursuant to this Clause 8, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defence Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Insureds in the defence of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

If the Insurer recommends a settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (a "Settlement Opportunity"), and the Insureds consent to such settlement, then the Organization's applicable Retention amount shall be retroactively reduced by ten percent (10%) for such Loss. It shall be a condition to such reduction that the Insureds must consent to such settlement within thirty (30) days of the date the Insureds are first made aware of the Settlement Opportunity, or in the case of a Settlement Opportunity which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made.

However, if a Settlement Opportunity arises and the Insureds do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 5 of the Declarations even if consent is given to a subsequent Settlement Opportunity.

Furthermore, in the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount subject to the policy's Limit of Liability. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

9. PRE-AUTHORIZED CLASS ACTION DEFENCE ATTORNEYS

Only with respect to a Claim filed as a class action in the United States (hereinafter referred to as a "Class Action Claim").

The Insurer has a list of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel may be made to conduct the defence of any Class Action Claim against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defence pursuant to Clause 8 of this policy, then the Insurer shall be obligated to select a Panel Counsel Firm to defend the Insureds. In the event the Insureds are already defending a Class Action Claim, then the Insureds may at their option select a Panel Counsel firm to defend the Insureds. If the Insured does not select a Panel Counsel firm, such non-Panel Counsel firm selection shall be subject to the Insurer's consent, which consent shall not be unreasonably withheld.

The selection of the Panel Counsel Firm, when done by the Insurer, shall be from the jurisdiction in which the Class Action Claim is brought.

The list of Panel Counsel Firms may be amended from time to time by the Insurer. However, no change shall be made to the specific list attached to this policy during the Policy Period without the consent of the Named Organization.

10. DISCOVERY CLAUSE

Except as indicated below, if the Named Organization shall cancel or the Insurer or the Named Organization shall refuse to renew this policy, the Named Organization, upon payment of the respective "Additional Premium Amount" described below, shall have the right to a period of one, two or three years after the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of Claims first made against the Insureds during the selected period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be 40% of the "full annual premium"; (2) two years shall be 75% of the "full annual premium"; (3) three years shall be 100% of the "full annual premium". As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Organization shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Organization may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

11. **CANCELLATION CLAUSE**

This policy may be cancelled by the Named Organization only by mailing written prior notice to the Insurer or by surrender of this policy to the Insurer or its authorized agent. If this policy is cancelled by the Named Organization, the Insurer shall retain the customary short rate proportion of the premium herein. However, if the Policy Period as designated in Item 3. of the Declarations is more than one year, this policy may not be cancelled by the Named Organization.

This policy may be cancelled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Organization. In the event of non-payment of premium by the Named Organization, the Insurer may cancel this policy by delivering to the Named Organization or by mailing to the Named Organization, by registered, certified, or other first class mail, at the Named Organization's address as shown in Item 1 of the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender. The Insurer shall have the right to the premium amount for the portion of the Policy Year during which the policy was in effect.

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.

12. **CHANGE IN CONTROL OF NAMED ORGANIZATION**

If during the Policy Period:

- a. the Named Organization shall consolidate with or merge into, or sell all or substantially all of its assets to, any other person or entity, or group of persons or entities acting in concert;
- b. any person or entity, or group of persons or entities, acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting power for the election or appointment of the directors or trustees of the Named Organization, or acquires the voting rights of such an amount of such interest; or
- c. the Named Organization shall change from not-for-profit to for-profit status;

(any of the above events herein referred to as the "Transaction")

then, this policy shall continue in full force and effect as to Wrongful Acts occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Wrongful Act occurring after the effective time of the Transaction. This policy may not be cancelled after the effective time of the Transaction and the entire premium for this policy shall be deemed earned as of such time. The Named Organization shall also have the right to an offer by the Insurer of a Discovery Period described in Clause 10 of the policy.

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

13. **SUBROGATION**

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insureds' rights of recovery thereof, and the Insureds shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of any Insureds. In no event, however, shall the Insurer exercise its rights of subrogation against an Insured under this policy unless such Insured has been convicted of a criminal act, or been determined to have committed a dishonest or fraudulent act, or obtained any profit or advantage to which such Insured was not legally entitled.

14. **OTHER INSURANCE AND INDEMNIFICATION**

Such Insurance as is provided by this policy shall apply only as excess over any valid and collectible insurance. This policy shall be specifically excess of any other policy pursuant to which any other insurer has a duty to defend a Claim for which this policy may be obligated to pay Loss.

In the event of a Claim against a director, trustee, trustees emeritus or governor arising out of his or her serving as a director, trustee, trustees emeritus or governor of an Outside Entity, coverage as is afforded by this policy shall be specifically excess of indemnification provided by such Outside Entity and any insurance provided to such Outside Entity with respect to its directors, trustees, trustees emeriti or governors.

Further, in the event such other insurance is provided to Outside Entity by the Insurer or any member company of Chartis Inc. (Chartis) (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a Claim) then the Insurer's maximum aggregate Limit of Liability for all Losses combined in connection with a Claim covered, in part or in whole, by this policy and such other insurance policy issued by Chartis shall not exceed the greater of the Limit of Liability of this policy or the limit of liability of such other Chartis insurance policy.

15. **NOTICE AND AUTHORITY**

It is agreed that the Named Organization shall act on behalf of the Subsidiaries and all Insureds with respect to the giving of notice of Claim or giving and receiving notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining to tender the defence of a Class Action Claim to the Insurer and the exercising or declining of any right to a Discovery Period.

16. **ASSIGNMENT**

This policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

17. **ACTION AGAINST INSURER**

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insureds' obligation to pay shall have been finally determined either by judgment against the Insureds after actual trial or by written agreement of the Insureds, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insureds to determine the Insureds' liability, nor shall the Insurer be impleaded by any Insureds or their legal representatives. Bankruptcy or insolvency of the Insureds or of their estates shall not relieve the Insurer of any of its obligations hereunder.

18. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to such statements and representations, no knowledge or information possessed by any Individual Insured shall be imputed to any other Individual Insured. If any person who executed the application knew that such statement or representation to be inaccurate or incomplete, such statement shall not be imputed to any trustee, trustee emeritus or governor other than such signator and any other Individual Insureds who knew such statement or representation to be inaccurate or incomplete.

19. HEADINGS

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

20. WORLDWIDE TERRITORY

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

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing.

By signing below, the Chief Executive Officer and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Chief Executive Officer
Chartis Insurance Company of Canada



Secretary
Chartis Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

APPENDIX A
NOT FOR PROFIT PANEL COUNSEL ADDENDUM

In consideration of the premium charged, it is understood and agreed as follows: The information in our Panel Counsel lists/appendices is now accessible through our online Panel Counsel Directory at <http://www.briefbase.com/default.aspx> at the "Panel Counsel" tab. To access the applicable online Panel Counsel Directory, please go to the website, click on the "Panel Counsel" tab and then click on "Employment Practices Liability" link and select the applicable Panel Counsel Directory, either the "Employment Practices Liability - Not for Profit Non-Employment Claims" link or the "Employment Practices Liability - Not for Profit Employment Claims" link.

References in this policy to list of Panel Counsel law firms or related appendices are deemed amended to refer to the applicable Panel Counsel Directories at the website referenced above. ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT #1

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the Hazardous Properties of Nuclear Material, including but not limited to:
- (1) Nuclear Material located at any Nuclear Facility owned by, or operated by or on behalf of, the Organization, or discharged or dispersed therefrom; or
 - (2) Nuclear Material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Organization; or
 - (3) the furnishing by an Insured or the Organization of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility; or
 - (4) Claims for damage or other injury to the Organization or its shareholders or members which allege, arise from, are based upon, are attributed to or in any way involve, directly or indirectly, the Hazardous Properties of Nuclear Material.
- B. (1) which is 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 insured under any such policy but for its termination or exhaustion of its limit of liability; or,
- (2) with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"Hazardous Properties" include radioactive, toxic or explosive properties.

cont'd....2

“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 wastes;
- (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; and
- (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 Material” means source material, special nuclear material or byproduct material.

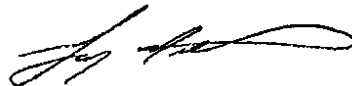
“Nuclear Reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Source Material,” “Special Nuclear Material,” and “Byproduct Material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #2

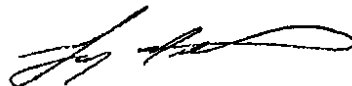
This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

COMMISSIONS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, members, principal shareholders, owners or employees, or affiliates (as that term is defined in the Securities Exchange Act of 1934, or any similar federal, provincial or foreign regulation, rule or statute regulating securities including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) or any customers of the Organization or any members of their family or any entity with which they are affiliated; or
- (iii) political contributions, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

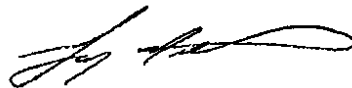
ENDORSEMENT #3

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

CAPTIVE INSURANCE COMPANY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payments for Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon or attributable to the ownership, management, maintenance and/or control by the Organization of any captive insurance company or entity, including but not limited to any Claim(s) alleging the insolvency or bankruptcy of the Organization as a result of such ownership, operation, management and control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

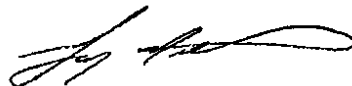
ENDORSEMENT #4

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

GENERAL ERRORS & OMISSIONS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to the Organization's or any Individual Insured(s)' performance of or failure to perform professional services for others, or any act(s), error(s) or omission(s) relating thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

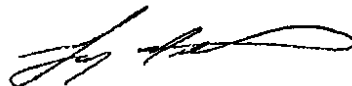
ENDORSEMENT #5

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

PRESUMPTIVE INDEMNIFICATION

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of the applicability of this policy to Loss, the Organization will be conclusively deemed to have indemnified the Individual Insureds to the maximum extent that the Organization is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter or by-laws of the Organization (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The Organization hereby agrees to indemnify the Individual Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #6

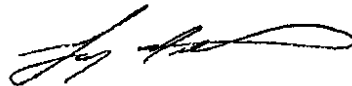
This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

“NO LIABILITY” PROVISION DELETED

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Definition of “No Liability” is hereby deleted in its entirety; and
- (2) The last paragraph of Clause 6. RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #7

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

DISCOVERY CLAUSE AMENDED (Year 1 Preset, Year 2 & 3 TBD)

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10. DISCOVERY CLAUSE is hereby deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

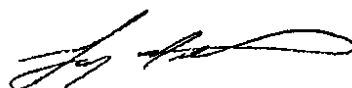
Except as indicated below, if the Named Organization shall cancel or the Named Organization or the Insurer shall refuse to renew this policy, the Named Organization shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal (the "Discovery Period") upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice pursuant to Clause 7(a) and 7(c) of the policy of: (i) Claims first made against an Insured; and (ii) circumstances of which an Organization or an Insured shall become aware, in either case during said Discovery Period and solely with respect to a Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy.

The Additional Premium Amount for: (1) one year shall be no more than 125% of the Full Annual Premium; and (2) two and three years shall be an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction as defined in Clause 12, the Named Organization shall have the right to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction). The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at inception. This Clause 10 shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause 10 shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or Transaction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #8

This endorsement, effective 12:01 A.M. February 26, 2010 forms a part of
Policy No. 06 285 45 95 issued to North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

EMPLOYMENT PRACTICES AND NON-EMPLOYMENT DISCRIMINATION CLAIMS SEPARATE RETENTION

In consideration of the premium charged, it is hereby understood and agreed that Item 5. of the Declarations page is deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

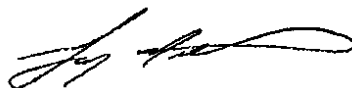
- | | |
|---|--|
| A. Judgments, Settlements and Defence Costs (Non-Indemnifiable Loss or Indemnifiable Loss incurred solely by Organizations In Financial Insolvency) | None |
| B. EMPLOYMENT PRACTICES CLAIMS
Judgments, Settlements and Defence Costs (Coverage C and all Indemnifiable Loss) | <u>\$5,000</u>
for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances) |
| C. NON-EMPLOYMENT DISCRIMINATION CLAIMS
Judgments, Settlements and Defence Costs (Coverage C and all Indemnifiable Loss) | <u>\$25,000</u>
for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances) |
| D. ALL CLAIMS (OTHER THAN EMPLOYMENT PRACTICES AND NON-EMPLOYMENT DISCRIMINATION CLAIMS):
Judgments, Settlements and Defence Costs (Coverage C and Indemnifiable Loss) | <u>\$1,000</u>
for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances) |

It is further understood and agreed that Clause 6. RETENTION CLAUSE is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amounts stated in Item 5.B., 5.C. and 5.D. of the Declarations, such Retention amounts to be borne by the Organization and shall remain uninsured, with regard to all Loss for which the Organization has indemnified or is permitted or required to indemnify the Individual Insureds ("Indemnifiable Loss") and Loss under Coverage C. A single Retention shall apply to Loss arising from all Claims alleging the same Wrongful Act or Related Wrongful Acts. In the event a Claim triggers more than one (1) amount stated in Item 5. of the Declarations page, only the highest such amount shall apply, which amount shall apply to all Loss under such Claim.

It is further understood and agreed that "Non-Employment Discrimination Claim" shall mean any Claim(s) alleging Non-Employment Discrimination.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, consisting of a stylized first name and a longer, more complex last name.

Authorized Representative

ENDORSEMENT #9

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

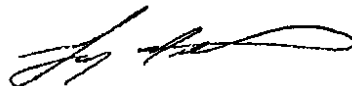
ANTITRUST EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "Wrongful Act" is amended by deleting subparagraph (4), subsection (c) thereof in its entirety.

It is further understood and agreed that the following exclusion is added to the section of the policy entitled EXCLUSIONS:

- (n) alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies, including any actions, proceedings, claims or investigations related thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

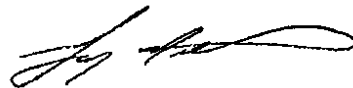
ENDORSEMENT #10

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

PUBLISHING LIABILITY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to publishing or advertising activities or activities incidental thereto, including but not limited to claims alleging: plagiarism; infringement of copyright, patent, title or slogan; piracy, unfair competition or idea misappropriation under an implied contract; false arrest, detention, imprisonment or malicious prosecution; wrongful entry, eviction or other invasion of the right of private occupancy; the publication or utterance of a libel or slander or of other defamatory or disparaging material; or a publication or utterance in violation of an individual's right of privacy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #11

This endorsement, effective 12:01 A.M. February 26, 2010 forms a part of
Policy No. 06 285 45 95 issued to North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

ADDITIONAL INSUREDS - LISTED AFFILIATES

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. Definition (n), "Organization" shall include the following entity(ies), which are "Affiliates" as defined in Clause 2. Definition (a):

AFFILIATE

CONTINUITY DATE

International Game Warden Magazine

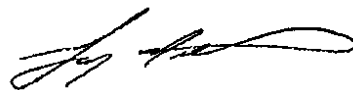
May 27, 2004

For the purpose of the applicability of the coverage provided by this endorsement, the entity listed above and the Organization will be conclusively deemed to have indemnified the Individual Insureds of the respective entity listed above to the extent that such entity or the Organization is permitted or required to indemnify such Individual Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The entity and the Organization hereby agree to indemnify the Individual Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s), made against any Affiliate listed above or any Insured(s) thereof:

- (1) alleging, arising out of, based upon or attributable to as of such Affiliate's respective Continuity Date, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation; or the alleging of any Wrongful Act which is the same or a Related Wrongful Act to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or
- (2) alleging any Wrongful Act occurring prior to such Affiliate's respective Continuity Date, if an Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #12

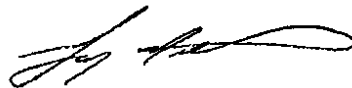
This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. EXCLUSIONS (h) is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon or attributable to in any way, directly or indirectly, bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #13

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

ORDER OF PAYMENTS ENDORSEMENT

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

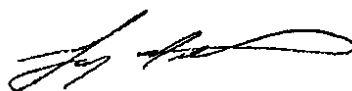
1. In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:
 - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,
 - (ii) then pay such Loss for which coverage is provided under Coverage B of the policy, and
 - (iii) then pay such Loss for which coverage is provided under Coverage C of the policy.

2. In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this endorsement), the Insurer shall at the written request of the Named Organization:
 - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then
 - (ii) either pay or hold payment for such Loss for which coverage is provided under Coverage B or Coverage C of the policy.

In the event that the Insurer withholds payment under Coverage B or Coverage C of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Organization, release such Loss payment to the Organization, or make such Loss payment directly to the Individual Insured in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.

3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy, which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #14

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

FINAL ADJUDICATION WORDING

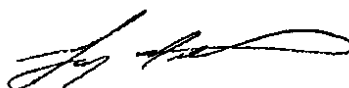
In consideration of the premium charged, it is hereby understood and agreed that Exclusions (a) and (b) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final adjudication establishes the Insured(s) were not legally entitled;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act occurred;

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purposes of determining the applicability of exclusions 4(a) and 4(b)]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

ENDORSEMENT #15

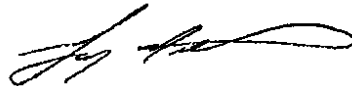
This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

DOMESTIC PARTNER COVERAGE

In consideration of the premium charged, it is hereby understood and agreed that such coverage as is afforded by this policy pursuant to Clause 3, "EXTENSIONS" to the lawful spouse of an Individual Insured under this policy shall also extend to any individual person "Domestic Partner" of such Individual Insured.

It is further understood and agreed that for purposes of this endorsement and coverage, the term "Domestic Partner" shall mean any individual person qualifying as such, either (1) under the provisions of any applicable federal, state, local, or provincial law or (2) under the provisions of any formal program established by the Named Organization or its Subsidiaries.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #16

This endorsement, effective 12:01 A.M. February 26, 2010 forms a part of
Policy No. 06 285 45 95 issued to North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

SEVERABILITY OF THE APPLICATION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the second paragraph of Clause 18. **REPRESENTATIONS AND SEVERABILITY** is hereby deleted in its entirety and replaced with the following:

The Insureds agree that in the event that such statements and representations are not accurate and complete, then this Policy shall be void *ab initio* solely with respect to any of the following Insureds:

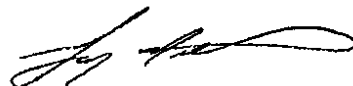
- (1) solely with respect to Loss other than non-Indemnifiable Loss, any Individual Insured who knew as of the inception date of the Policy Period the facts that were not accurately and completely disclosed in the application,
- (2) an Organization, under Clause 1. Insuring Agreements, COVERAGE B, to the extent it indemnifies any Individual Insured referenced in (1) above, and
- (3) an Organization, under Clause 1. Insuring Agreement, COVERAGE C, if any past, present or future president, chief executive officer or chief financial officer (or equivalent position) of the Named Organization knew as of the inception date of the Policy Period, the facts that were not accurately and completely disclosed in the application,

whether or not such Individual Insured knew that such facts were not accurately and completely disclosed in the application.

Solely with respect to any non-Indemnifiable Loss of any Individual Insured, under no circumstances shall the coverage provided by this Policy be deemed void, whether by rescission or otherwise, but such coverage will be subject to all other terms, conditions and exclusions of the Policy.

Further provided that for the purposes of the applicability of the coverage provided by this endorsement for non-Indemnifiable Loss, the Organization will be conclusively deemed to have indemnified the Individual Insureds to the maximum extent that the Organization is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter, by-laws, operating agreement or similar documents of the Organization (which are hereby deemed to adopt the broadest provisions of the law which determines or defines such rights of indemnity). The Organization hereby agrees to indemnify the Individual Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval. In no event shall this endorsement be construed to apply to any Claim in which the Organization has indemnified or is permitted or required to indemnify the Individual Insureds.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #17

This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

STATUTORY ENDORSEMENT COVERAGE

In consideration of the premium charged, and solely with respect to the coverage afforded by this policy for any Claims with respect to any entity created, located or formed or incorporated in Canada, it is hereby understood and agreed that the coverage as is afforded by this policy is extended to a Statutory Claim as defined below, subject to the terms, conditions and exclusions of this endorsement and policy.

Coverage A: Directors, Officers or Trustees Insurance

This policy shall pay the Loss of each and every Executive of the Organization arising from a Statutory Claim first made against the Executives during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in their respective capacities as Executive(s) of the Organization, except when and to the extent that the Organization has indemnified the Executive(s). The Insurer shall, in accordance with and subject to Clause 8 of this policy, advance Defence Costs of the Statutory Claim prior to its final disposition.

DEFINITIONS

It is further understood and agreed that solely with respect to the coverage afforded by this endorsement for a Statutory Claim(s), Clause 2. DEFINITIONS is amended with the following:

- (a) "Claim" is deleted in its entirety and replaced with the following :
- (1) any demand, action, proceeding or investigation by the Minister of National Revenue, against an Executive arising out of, based upon or attributable to the failure to deduct, withhold, or remit tax from a payment of salary or wages of an Employee;
 - (2) any demand, action, proceeding, or investigation by an Employee against a Executive.
- (b) "Employee" is deleted in its entirety and replaced with the following:
- "Employee" means a person in receipt of or entitled to wages for labour or services performed for the Organization. Employee shall not include an independent contractor or an employee who is on probation.

- (c) "Loss" is amended to include the following paragraphs:
- (1) For the purposes of a Statutory Claim arising from the Insured's failure to deduct, withhold or remit tax, unemployment insurance contributions, or pension plan contributions from a payment of salary or wages of the Organization's Employees, Loss shall mean:
 - (i) taxes and related penalties and interest actually assessed against the Insured pursuant to the Income Tax Act, R.S.C. 1985 (5th Supp.);
 - (ii) any amount including related penalties and interest assessed against the Insured pursuant to the Unemployment Insurance Act, R.S.C. 1985, c. U-1;
 - (iii) any amount including related penalties and interest assessed against the Insured pursuant to the Canada Pension Plan, R.S.C. 1985, c. 8.
 - (2) For the purposes of a Statutory Claim arising from the Insured's failure to pay wages of the Organization's Employees properly due and owing, Loss shall mean any amount constituting wages pursuant to the Canada Business Corporations Act, R.S.C. 1985, c. C-44 and the Business Corporations Act, R.S.O. 1990, c. B.16, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law.
- (d) The following definitions shall be added to the end thereof:
- (aa) "Executives" means directors, officers, trustees, and *de facto* directors, officers or trustees of the Organization.
 - (bb) "Statutory Claim" means a Claim made against the Insured which alleges a violation of the Income Tax Act, R.S.C 1985, c. C.1 (5th supp.), the Canada Business Corporations Act, R.S.C. 1985, c. C-44, the Business Corporations Act, R.S.O. 1990, c. B.16, the Unemployment Insurance Act, R.S.C. 1985, c. U-1, or the Canada Pension Plan, R.S.C. 1985, c. 8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law, alleging, arising out of, based upon or attributable to:
 - (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of the Organization's Employees;
 - (2) the failure to deduct, withhold or remit unemployment insurance contributions from a payment of salary or wages of the Organization's Employees;
 - (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of the Organization's Employees;
 - (4) the failure to pay wages of the Organization's Employees properly due and owing.

EXCLUSIONS

It is further understood and agreed that for the purposes of this endorsement, exclusion 4(d) is deleted in its entirety and replaced with the following:

- (d) "alleging, arising out of, based upon or attributable to any pending or prior litigation as of February 22, 2010, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation."

SUBROGATION

Clause 13 is deleted in its entirety and replaced with the following:

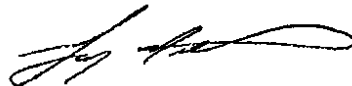
In no event shall the coverage afforded by this endorsement be extended to grant coverage to the Organization.

In the event of any payment under this endorsement, the Insurer shall be subrogated to the extent of such payment to the Insured's rights of recovery thereof, and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the Insured.

It is agreed and accepted that the Insured expressly grants the Insurer the right of subrogation to bring suit against the Organization for any payments that the Insurer has made under this endorsement.

It is further agreed and accepted that the Organization will indemnify the Insured and save the Insured harmless from Loss alleging, arising out of, based upon or attributable to a Statutory Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

ENDORSEMENT #18

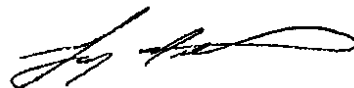
This endorsement, effective 12:01 A.M. February 26, 2010 **forms a part of**
Policy No. 06 285 45 95 **issued to** North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

ORGANIZATION PATENT EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to Loss as may have otherwise been covered under Coverage C "ORGANIZATION ENTITY COVERAGE" of this policy, the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against an Organization alleging, arising out of, based upon or attributable to or any actual or alleged infringement of any patent.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

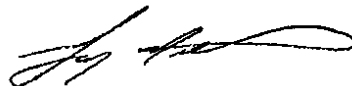
ENDORSEMENT #19

This endorsement, effective 12:01 A.M. February 26, 2010 forms a part of
Policy No. 06 285 45 95 issued to North American Wildlife Enforcement Officers Association
by Chartis Insurance Company of Canada

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

<u>FORM NUMBER & EDITION DATE</u>	<u>FORM TITLE</u>
68466 (8/97)	DECLARATIONS PAGE
68467 (8/97)	NOT FOR PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY - NOT-FOR-PROFIT PROTECTOR
	APPENDIX A NOT FOR PROFIT PANEL COUNSEL ADDENDUM
82853 (3/03) CAN	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CAN DONP0897 C0105 (8/03)	COMMISSIONS EXCLUSION
81789 (3/03) CAN	CAPTIVE INSURANCE COMPANY EXCLUSION
81807 (3/03) CAN	GENERAL ERRORS & OMISSIONS EXCLUSION
CAN DONP0897 C0146 (8/06)	PRESUMPTIVE INDEMNIFICATION
CAN DONP0897 C0133 (8/06)	NO LIABILITY PROVISION DELETED
CAN DONP0897 C0132 (8/06)	DISCOVERY CLAUSE AMENDED (Year 1 pre-set, 2&3 TBD) Bilateral
CAN DONP0897 C0187 (11/06)	EMPLOYMENT PRACTICES AND NON-EMPLOYMENT DISCRIMINATION CLAIMS SEPARATE RETENTION
CAN DONP0897 C0129 (3/03)	ANTITRUST EXCLUSION
81837 (3/03) CAN	PUBLISHING LIABILITY EXCLUSION
81779 (3/03) CAN	ADDITIONAL INSURED - LISTED AFFILIATES
CAN DONP0897 C0131 (8/06)	ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION
81826 (5/06) CAN	ORDER OF PAYMENTS ENDORSEMENT
97118 (1/08)	FINAL ADJUDICATION WORDING
CAN DONP0897 C0109 (11/04)	DOMESTIC PARTNER COVERAGE
CAN DONP0897 C0154 (10/06)	SEVERABILITY OF THE APPLICATION FULL FOR INDIVIDUALS (TOP 3 to Co)(Side A nonrescind)
CAN DONP0897 C0127 (4/03)	STATUTORY ENDORSEMENT COVERAGE
100046 (9/08)	ORGANIZATION PATENT EXCLUSION
78859 (10/01) CAN	FORMS INDEX ENDORSEMENT



Authorized Representative