



ERISA FIDELITY COVERAGE
WITH INFLATION GUARD FOR EMPLOYEE BENEFIT PLANS
DECLARATIONS

POLICY NO. 106384531

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

ITEM 1	Name and Address of the entity sponsoring the Insured Plan(s): Fire Protection Service Corporation 3293 Harrison Blvd. OGDEN, UT 84403
ITEM 2	Insured Plan(s): Any and all Employee Benefit Plans that are sponsored by any entity set forth in ITEM 1 or its Subsidiaries and which are in existence or are hereinafter created or acquired by any such entity set forth in ITEM 1. or its Subsidiaries during the Policy Period .
ITEM 3	Policy Period: Effective from 12:01 a.m. on July 30, 2015 to: (check one) <input type="checkbox"/> 12:01 a.m. on _____ ; or <input checked="" type="checkbox"/> the effective date of the cancellation or termination of this Policy .
ITEM 4	Limit of Insurance: \$300,000.00 . (This amount is the summation of the Limits of Insurance for each Insured as of the Policy effective date and as more fully set forth in section III. LIMIT OF INSURANCE with Inflation Guard.)
ITEM 5	Deductible Amount: Not Applicable.
ITEM 6	Endorsements forming part of this Policy when issued: EFP-17018 02-14, Utah Changes Endorsement EFP-18027 02-14, Utah Cancellation or Termination Endorsement
ITEM 7	Cancellation of prior insurance: By acceptance of this Policy , the entity sponsoring the Insured Plans gives the Company notice canceling prior Policy or Bond Number issued by the Company. This cancellation is effective at the date and time this Policy becomes effective.
ITEM 8	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com FAX: 888.460.6622 Travelers Bond & Specialty Insurance Claim 385 Washington Street Mail Code 9275-NB03F St. Paul, MN 55102

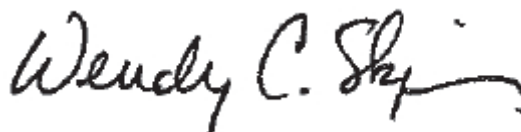
THE DECLARATIONS, THE APPLICATION, THE ERISA FIDELITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE ENTITY SPONSORING THE INSURED PLANS.

Countersigned By

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



Executive Vice President



Corporate Secretary



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I. CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, and in compliance with certain provisions of **ERISA**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place before the effective date of cancellation or termination of the **Policy** and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to section **V. CONDITIONS, A. GENERAL CONDITIONS, 1. Extended Period to Discover Loss**.

II. INSURING AGREEMENT

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Property** that belongs to the **Insured** directly caused through acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

III. LIMIT OF INSURANCE WITH INFLATION GUARD

The Limit of Insurance set forth in **ITEM 4** of the Declarations is the summation of the Limits of Insurance for each **Insured** as of the **Policy's** original effective date. The **Single Loss** Limit of Insurance applicable to each **Insured** is determined as of the date of **Discovery** of a **Single Loss** as follows:

1. the most the Company will pay to each **Insured** under this **Policy** for any **Single Loss** is an amount equal to 10% of the amount of the funds **Handled** by such **Insured** as of the **Policy** effective date, or \$500,000, whichever amount is less, or
2. in the case of an **Insured** that holds employer securities (within the meaning of 29 United States Code Annotated Section 1112), this section will be applied by substituting "\$1,000,000" for "\$500,000" in the preceding paragraph.

In no event will the Limit of Insurance be less than \$1,000.

Following the **Policy** effective date, the Company agrees to automatically increase, if necessary according to **ERISA**, the **Single Loss** Limit of Insurance for each **Insured** as of the beginning of the **Insured's** most recent fiscal year to an amount equal to the Limit of Insurance required by **ERISA**.

IV. DEFINITIONS

Wherever appearing in this **Policy**, the following words and phrases appearing in bold type have the meanings set forth in this section **IV. DEFINITIONS**:

- A. Discover, Discovered, or Discovery** means the moment when the entity sponsoring the Insured Plans or the **Insured**:
1. first becomes aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
 2. first receives notice of an actual or potential claim against the **Insured** alleging facts that, if true, would constitute a loss under this **Policy**.

- B. *Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of **ERISA**.
- C. *ERISA*** means the Employee Retirement Income Security Act of 1974, and any amendments thereto.
- D. *Fiduciary*** means any natural person who is a trustee, officer, employee, or administrator of any **Insured**.
- Fiduciary** does not mean any agent, broker, independent contractor, third-party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.
- E. *Fraud or Dishonesty*** has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.
- F. *Handled*** has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.
- G. *Insured*** means any Insured Plan set forth in **ITEM 2** of the Declarations.
- H. *Policy*** means, collectively, the Declarations, the application, the ERISA Fidelity Coverage, and any endorsements attached thereto.
- I. *Policy Period*** means the period from the Effective Date to the Expiration Date set forth in **ITEM 3** of the Declarations, if any. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Policy**.
- J. *Property*** means “funds and other property” as this phrase is defined in Title 29, Code of Federal Regulations, Section 2580.412-4.
- K. *Single Loss*** means:
1. an individual act;
 2. the combined total of all separate acts; or
 3. a series of related acts,
- committed by a **Fiduciary** or committed by more than one **Fiduciary** acting alone or in collusion with other persons during or before the **Policy Period**.
- L. *Subsidiary*** means:
1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or prior to the effective date of the **Policy Period**, the sponsoring entity set forth in **ITEM 1** of the Declarations owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to vote for the election of or to appoint such organization’s board of directors, board of trustees, board of managers, or a functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers or a functional equivalent thereof; or
 2. any organization that the sponsoring entity set forth in **ITEM 1** of the Declarations acquires or forms during the **Policy Period** and in which the sponsoring entity owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to vote for the election of or to appoint such organization’s board of directors, board of trustees, board of managers, or a functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof.

V. EXCLUSIONS

- A.** This **Policy** does not cover any expenses incurred by the **Insured**:
1. in establishing the existence of or the amount of any loss covered under this **Policy**; or
 2. as a party to or in preparation for any legal proceeding whether or not such legal proceeding exposes the **Insured** to loss covered by this **Policy**.
- B.** This **Policy** does not cover loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Policy**.
- C.** This **Policy** does not cover damages of any type for which the **Insured** is legally liable, except direct compensatory damages, but not multiples thereof, resulting from a loss covered under this **Policy**.
- D.** This **Policy** does not cover indirect or consequential loss of any nature, including fines, penalties, or multiple or punitive damages.
- E.** This **Policy** does not cover loss resulting directly or indirectly from the diminution in value of **Property**.
- F.** This **Policy** does not cover loss caused directly or indirectly by any **Fiduciary** for whom this **Policy** has terminated pursuant to section **VI. CONDITIONS**, C. 4., provided, that this exclusion will not apply to loss of any **Property** already in transit in the custody of such **Fiduciary** at the time the **Policy** terminated or to loss resulting directly from dishonest or fraudulent acts occurring prior to the time the **Policy** terminated.
- G.** This **Policy** does not cover loss caused by:
1. The unauthorized access to, use of, or disclosure of confidential information including patents, trade secrets, processing methods, customer lists, or beneficiary lists.
 2. The unauthorized access to, use of, or disclosure of confidential or personal information of any customer, **Fiduciary**, **Insured** beneficiary, or any other person or entity, including financial information, credit card information, or any other type of non-public information.
- H.** This **Policy** does not cover fees, costs, fines, penalties, and other expenses incurred by the **Insured** that are related to any unauthorized access to, use of, or disclosure of confidential or personal information of any customer, **Fiduciary**, **Insured** beneficiary, or any other person or entity, including financial information, credit card information, or any other type of non-public information.

VI. CONDITIONS

A. GENERAL CONDITIONS

1. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Policy**, which is **Discovered** by the **Insured** during the **Policy Period** or within one year after the date of cancellation or termination.

Notwithstanding the above, this Extended Period to Discover Loss terminates immediately upon the effective date of any other insurance obtained by the entity sponsoring the Insured Plans or the **Insured** replacing in whole or in part the insurance afforded by this **Policy**.

2. Other Insurance

This **Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid

and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Policy** will not apply to or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered under such other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Policy** will not be subject to the terms of any other insurance.

Any loss to which this Condition A.2. applies is subject to the applicable **Single Loss** Limit of Insurance described in section **III. LIMIT OF INSURANCE WITH INFLATION GUARD**.

If this **Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable **Single Loss** Limit of Insurance described in section **III. Limit of Insurance with Inflation Guard**.

3. Interests Covered

This **Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Policy** must be presented by the **Insured**.

4. Representation, Concealment, Misrepresentation, or Fraud

No statement made by or on behalf of the entity sponsoring the Insured Plans shown in **ITEM 1** of the Declarations or the **Insured**, whether contained in the application, underwriting information, or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Policy** will not provide coverage in any case of fraud by the entity sponsoring the Insured Plans or the **Insured** as it relates to this **Policy** at any time. This **Policy** also will not provide coverage if the entity sponsoring the Insured Plans or the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Policy**;
- b. the **Property**;
- c. the entity sponsoring the Insured Plans' or the **Insured's** interest in the **Property**; or
- d. a claim under this **Policy**.

5. Premiums

The sponsoring entity set forth in **ITEM 1** of the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays. Any payment the Company makes to the sponsoring entity for the return of unearned premiums will be held by the

sponsoring entity for the use and benefit of the **Employee Benefit Plans**.

6. Transfer of Rights and Duties Under this Policy

Rights and duties under this **Policy** may not be transferred without the Company's written consent.

7. Loss payment under this Policy

Loss payments made under this **Policy** will be made to the **Insured**.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. The **Insured's** Duties in the Event of a Loss

After the entity sponsoring the Insured Plans or the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Property** the **Insured** must:

- a. notify the Company as soon as possible;
- b. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- c. give the Company a detailed, sworn proof of loss within 120 days; and
- d. cooperate with the Company in the investigation and settlement of any claim.

2. Valuation/Settlement

The value of any **Property** will be determined by the market value of such **Property** on the date the loss was **Discovered**. If no market price is quoted for such **Property**, the value may be fixed by agreement between the parties or by voluntary arbitration. Any **Property** that the Company pays the **Insured** for or replaces becomes the Company's **Property**.

3. Records

The **Insured** must keep records of all **Property** insured under this **Policy** so the Company can verify the amount of any loss.

4. Recoveries

- a. All recoveries for payments made under this **Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
 - (1) first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Policy** but for the fact that it is in excess of the Limit of Insurance;
 - (2) second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
 - (3) third, to the **Insured** in satisfaction of any loss not covered under this **Policy**.
- b. The value of all property received by the **Insured** from any source whatsoever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.
- c. Recoveries do not include any recovery:

(1) from insurance, suretyship, reinsurance, security, or indemnity taken for the Company's benefit; or

(2) of original securities after duplicates of them have been issued.

5. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

6. Legal Action Against the Company

The entity sponsoring the Insured Plans or the **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two years from the date the **Insured Discovers** the loss.

If any period of limitation in this section **VI. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 6. Legal Action Against the Company is deemed to be inconsistent with any applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

7. Liberalization

If the Company adopts any revision to the Terms and Conditions of this **Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. CANCELLATION OR TERMINATION

1. The entity sponsoring the Insured Plans or the **Insured** may cancel this **Policy** in its entirety by mailing or delivering to the Company advance written notice of cancellation.
2. The Company may cancel this **Policy** in its entirety by mailing or delivering to the entity sponsoring the Insured Plans or the **Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver notice to the last mailing address of the sponsoring company set forth in **ITEM 1** of the Declarations known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Policy** is cancelled, the Company will send the sponsoring entity any premium refund due calculated on a pro-rata basis. The Company will have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect. Cancellation will be effective even if the Company has not yet made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Policy** terminates in its entirety immediately upon the expiration of the **Policy Period** set forth in **ITEM 3** of the Declarations.
4. This **Policy** terminates as to any **Fiduciary** as soon as any other individual with managerial or supervisory responsibility or any **Fiduciary** not in collusion with such **Fiduciary** of the entity

sponsoring the Insured Plans or the **Insured** becomes aware of any dishonest or fraudulent act committed by such **Fiduciary**, whether before or after the effective date of this **Policy**.

D. CHANGES

Only the sponsoring entity set forth in **ITEM 1** of the Declarations or the **Insured** is authorized to make changes in the terms of this **Policy** and solely with the Company's prior written consent. This **Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Policy**. Notice to any representative of the entity sponsoring the Insured Plans or the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Policy**.

E. ENTIRE AGREEMENT

This **Policy** constitutes the entire agreement between the **Insured** and the Company.

F. HEADINGS

The titles of the various paragraphs of this **Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

UTAH CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the ERISA Fidelity Policy:

Policy Number: **106384531**

Issued By: **Travelers Casualty and Surety Company of America**

Issued To: **Fire Protection Service Corporation**

Effective date: **July 30, 2015** 12:01 a.m.

Process date: **September 30, 2015**

It is agreed that:

1. The following is added to section **VI. CONDITIONS, C. CANCELLATION OR TERMINATION, 2.:**

If this **Policy** has been in effect for more than 60 days or if this is a renewal of a **Policy** the Company issued, the Company may cancel this **Policy** only for one or more of the following reasons:

- a. nonpayment of premium;
- b. material misrepresentation;
- c. substantial change in the risk assumed unless the Company should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. substantial breaches of contractual duties, conditions, or warranties.

If the Company cancels for nonpayment of premium, notice of cancellation must state the reason for cancellation. Notice of cancellation must be delivered or mailed by first class mail.

2. The following is added to section **VI. CONDITIONS:**

NONRENEWAL

- a. If the Company elects not to offer to renew this **Policy**, the Company will mail, by first class mail, written notice of nonrenewal to the sponsoring entity, at the last mailing address known to the Company, at least 30 days before the expiration or anniversary date of this **Policy**.
- b. The Company need not mail this notice if:
 - (1) the entity sponsoring the Insured Plans or the **Insured** has accepted replacement coverage;
 - (2) the entity sponsoring the Insured Plans or the **Insured** has requested or agreed to nonrenewal; or
 - (3) this policy is expressly designated as nonrenewable.
- c. If notice is mailed, proof of mailing is sufficient proof of notice.

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

UTAH CHANGES ENDORSEMENT

This endorsement changes the ERISA Fidelity Policy:

Policy Number: **106384531**

Issued By: **Travelers Casualty and Surety Company of America**

Issued To: **Fire Protection Service Corporation**

Effective date: **July 30, 2015** 12:01 a.m.

Process date: **September 30, 2015**

It is agreed that:

1. The following is added to section **VI. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. the Insured's Duties in the Event of Loss:

Failure to submit the requested proof of loss within 120 days does not invalidate the entity sponsoring the Insured Plans' claim, if the entity sponsoring the Insured Plans shows that it was not reasonably possible to submit the proof of loss within 120 days and that the entity sponsoring the Insured Plans submitted its proof of loss to the Company as soon as reasonably possible.

2. The following replaces section **VI. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 6. Legal Action Against the Company:

6. Legal Action Against the Company

The entity sponsoring the Insured Plans may not bring any legal action against the Company involving loss:

- a.
 1. unless proof of loss has been waived;
 2. unless full payment has been denied; or
 3. until 60 days after the entity sponsoring the Insured Plans has filed proof of loss with the Company, and
- b. unless brought within three years from the date the entity sponsoring the Insured Plans discovers the loss.

If any period of limitation in this section **VI. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 6. Legal Action Against the Company is deemed to be inconsistent with any applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

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



IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

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

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.