Filing at a Glance

Company: Ironshore Indemnity, Inc.

Product Name: Directors, Officers and Private Company Liability Insurance	SERFF Tr Num: WESA-125520815	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: #27251 $50
Sub-TOI: 17.0006 Directors & Officers Liability	Co Tr Num: PRIV-08-001	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Westmont Associates	Disposition Date: 05/07/2008
	Date Submitted: 03/07/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Directors, Officers and Private Company Liability Insurance	Status of Filing in Domicile: Pending
Project Number: PRIV-08-001	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/07/2008	
State Status Changed: 03/18/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Submission of Private Company D&O forms. Please be advised that the rates/rules for this submission are exempt from filing requirements.

Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Sherri Nierzwicki, Analyst
25 Chestnut Streeet
Haddonfield, NJ 08033

sherri@westmontlaw.com
(856) 216-0220 [Phone]
(856) 216-0303[FAX]

Filing Company Information

Ironshore Indemnity, Inc.	CoCode: 23647	State of Domicile: Minnesota
1 Exchange Plaza	Group Code:	Company Type: Property and Casualty
55 Broadway, 12th Floor		
New York, NY 10006	Group Name:	State ID Number:
(646) 826-6600 ext. [Phone]	FEIN Number: 41-0121640	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	AR filing fee for form filing.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ironshore Indemnity, Inc.	$0.00	03/07/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27251	$50.00	03/03/2008

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/07/2008	05/07/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Edith Roberts	03/14/2008	03/14/2008	Westmont Associates	04/18/2008	04/18/2008

Disposition

Disposition Date: 05/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*WESA-125520815*	*State:*	*Arkansas*
Filing Company:	*Ironshore Indemnity, Inc.*	*State Tracking Number:*	*#27251 $50*
Company Tracking Number:	*PRIV-08-001*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0006 Directors & Officers Liability*
Product Name:	*Directors, Officers and Private Company Liability Insurance*		
Project Name/Number:	*Directors, Officers and Private Company Liability Insurance/PRIV-08-001*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Previous Approval	Approved	Yes
Form	Application for Insurance	Approved	Yes
Form	Directors, Officers and Private Company Limited Insurance Policy Including Employment Practices Claims Coverage	Approved	Yes
Form	Directors, Officers and Private Company Limited Insurance Policy Including Employment Practices Claims Coverage	Approved	Yes
Form	Captive Insurance Company Exclusion	Approved	Yes
Form	Commission Exclusion	Approved	Yes
Form	Employment Practices Claims - Sub-Limit of Liability	Approved	Yes
Form	Family Exclusion	Approved	Yes
Form	Franchise Exclusion	Approved	Yes
Form	General Partner - Partnership Manager - Joint Venture Manager Exclusion	Approved	Yes
Form	Known Wrongful Act Exclusion	Approved	Yes
Form	Major Shareholder Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Nuclear Energy Liabiltiy Exclusion endorsement (Broad Form)	Approved	Yes
Form	Parenting Exclusion	Approved	Yes
Form	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits	Approved	Yes
Form	Full Severability of Conduct Exclusions	Approved	Yes
Form	Policy Period Expanded	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Professional Errors and Omissions Exclusion (With Securities Claim Carve-Out)	Approved	Yes

Form	Specific Entity Exclusion (Claims Brought Against)	Approved	Yes
Form	Specific Entity Exclusion (Claims Brought By)	Approved	Yes
Form	Specific Individual Exclusion	Approved	Yes
Form	Specific Investigation/Claim/Litigation/Event or Act Exclusion	Approved	Yes
Form	Outside Entity Endorsement	Approved	Yes
Form	Professional Services Endorsement	Approved	Yes
Form *(revised)*	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/14/2008
Submitted Date	03/14/2008
Respond By Date	

Dear Sherri Nierzwicki,

This will acknowledge receipt of the captioned filing.

Form PDO AR (10/07), page 1, 4.B. must allow 60 days rather than 30 days to request and pay for supplemental extended reporting (discovery) period.

Form PRV.004 (8/07 Ed.), page 16, B. states that the “total premium for this Policy must have been paid”. AR Code requires that both the basic and supplemental extended reporting periods must apply even to cancellations for non-payment of premium or premium or deductibles owed. Please omit this langage.

Page 19, I. Dispute Resolution, this procedure must specifically state that is it voluntary and non-binding.

Please feel free to contact me if you have questions.
Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/18/2008
Submitted Date	04/18/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts,

I am writing in response to your Objection Letter dated 3/14/08 regarding the above-captioned filing. The following is the Company's response in order of your letter:

1 - Please find attached a reivsed Arkansas Amendatory Endorsement. ITem 4.B. has been revised per your request to allow 60 days to request and pay for supplemental discovery period.

2 - With regards to your second concern, please be advised that this was already take care of in the Arkansas Amendatory Endorsement.

3 - Section I of the policy has been revised per the attached amendatory endorsement per your request.

I hope that this has satisfactorily addressed your concerns and will allow for the approval of this filing. Should you have any questions or comments, please do not hesitate to contact me.

Thank you,

Sherri Penn

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	PDO AR	4/08	Endorsement/Amendment/Conditions	New		0	Final AR amendatory endorsement.pdf
Previous Version							
Arkansas Amendatory Endorsement	*PDO AR*	*10/07*	*Endorsement/Amendment/Conditions*	*New*		*0*	AR.pdf

No Rate/Rule Schedule items changed.

Sincerely,

Westmont Associates

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Insurance	PRV.001	8/07	Application/ New Binder/Enrollment		0.00	Ironpro Private Application Final _2_.PRV.001.pdf
Approved	Directors, Officers and Private Company Limited Insurance Policy Including Employment Practices Claims Coverage	PRV.002	8/07	Declaration New s/Schedule		0.00	Private Company Dec _Admitted_.PRV.002.pdf
Approved	Directors, Officers and Private Company Limited Insurance Policy Including Employment Practices Claims Coverage	PRV.004	8/07	Policy/Cove New rage Form		0.00	IronPro Private Company Policy Form Final PRV 004.pdf
Approved	Captive Insurance Company Exclusion	PRV.EX.001	8/07	Endorseme New nt/Amendment/Conditions		0.00	Ironshore - Captive Insurance Company Exclusion.PRV.EX.001.pdf
Approved	Commission Exclusion	PRV.EX.002	8/07	Endorseme New nt/Amendment/Conditions		0.00	Ironshore - Commissions Exclusion.P

						VT.EX.002.pdf
Approved	Employment Practices Claims - Sub-Limit of Liability	PRV.EX.003	8/07	Endorsement/Amendment/Conditions New	0.00	Ironshore - Employment Practices Claims - Sub-Limit Of Liability.PRV.EX.003.pdf
Approved	Family Exclusion	PRV.EX.004	8/07	Endorsement/Amendment/Conditions New	0.00	Ironshore - Family Exclusion.PRV.EX.004.pdf
Approved	Franchise Exclusion	PRV.EX.005	8/07	Endorsement/Amendment/Conditions New	0.00	Ironshore - Franchise Exclusion.PRV.EX.005.pdf
Approved	General Partner - Partnership Manager - Joint Venture Manager Exclusion	PRV.EX.006	8/07	Endorsement/Amendment/Conditions New	0.00	Ironshore - GENERAL PARTNER PARTNERSHIP MANAGER JOINT VENTURE MANAGER EXCLUSION.PRV.EX.006.pdf
Approved	Known Wrongful Act Exclusion	PRV.EX.007	8/07	Endorsement/Amendment/Conditions New	0.00	Ironshore - Known Wrong Act Exclusion.PRV.EX.007.pdf
Approved	Major	PRV.EX.0	8/07	Endorseme New	0.00	Ironshore -

	Shareholder Exclusion	08	nt/Amendment/Conditions			Major Shareholder Exclusion.PRV.EX.008.pdf
Approved	Medical Malpractice Exclusion	PRV.EX.009	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Medical Malpractice Exclusion.PRV.EX.009.pdf
Approved	Nuclear Energy Liabiltiy Exclusion endorsement (Broad Form)	PRV.EX.010	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Nuclear Energy Liab Excl Endorsement.PRV.EX.010.pdf
Approved	Parenting Exclusion	PRV.EX.011	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Parent Exclusion.PRV.EX.011.pdf
Approved	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits	PRV.EX.012	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Pending Prior Litigation Excl for Excess Limits.PRV.EX.012.pdf
Approved	Full Severability of Conduct Exclusions	PRV.EX.013	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Full Severability of Conduct Exclusions.PRV.EX.013.pdf

Approved	Policy Period Expanded	PRV.EX.014	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Policy Period Expanded.PRV.EX.014.pdf
Approved	Prior Acts Exclusion	PRV.EX.015	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Prior Acts ExclusionPRV.EX.015.pdf
Approved	Professional Errors and Omissions Exclusion (With Securities Claim Carve-Out)	PRV.EX.016	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Professional EO Exclusion with Securities Carveout.PRV.EX.016.pdf
Approved	Specific Entity Exclusion (Claims Brought Against)	PRV.EX.017	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Entity Exclusion.PRV.EX.017.pdf
Approved	Specific Entity Exclusion (Claims Brought By)	PRV.EX.018	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Entity Exclusion _Brought By_.PRV.EX.018.pdf
Approved	Specific Individual Exclusion	PRV.EX.019	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Individual Exclusion.PRV.EX.019.pdf

Approved	Specific Investigation/Claim/Litigation/Event or Act Exclusion	PRV.EX.020	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Investigation Exclusion.PRV.EX.020.pdf
Approved	Outside Entity Endorsement	PRV.EX.021	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Outside Entity Endorsement.PRV.EX.021.pdf
Approved	Professional Services Endorsement	PRV.EX.022	8/07	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Professional Services Endorsement.PRV.EX.022.pdf
Approved	Arkansas Amendatory Endorsement	PDO AR	4/08	Endorsement/Amendment/Conditions	New	0.00	Final AR amendatory endorsement.pdf

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

IRONSHORE
your safe harbour

APPLICATION FOR DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

NOTICE: THIS APPLICATION IS FOR A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY DISCOVERY PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER THE TERMINATION OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

Producer's Name	
Address	
Telephone Number	
License Number	

1. a) Name of **Applicant**: _____
(Whenever used in this Application, the term **Applicant** shall mean the Parent Corporation and all Subsidiaries.)

b) Principal Address: _____

City: _____ State: _____ ZIP: _____

c) Years of Operations: _____

d) Nature of Operations: _____

_____

e) Name and Title of the officer of the **Applicant** designated as the Company contact.

_____

_____

2. Current Insurance:

D&O (Directors & Officers Liability)
Carrier(s) _____
Limit _____
Premium _____
Expiration _____

Fiduciary Liability
Carrier(s)
Limit _____
Premium _____
Expiration _____

EPL (Employment Practices Liability)
Carrier(s) _____
Limit _____
Premium

Crime
Carrier(s) _____
Limit _____
Premium

Expiration _____ Expiration _____

3. Have any of the **Applicant's** D&O or EPL carriers indicated an intent not to offer renewal terms? ☐ Yes ☐ No

(If "Yes," please provide details as an attachment to this Application.

4. FINANCIAL INFORMATION

Please provide the following financial information for the Applicant and its Subsidiaries.
Information must be based on the most recent audited financials or interim financials if audited financials are not available.

a. Please provide the following Financial Information for the Applicant and its Subsidiaries

Based on Financial Statements Dated:	_____ (Year/Month)
Total Assets	$
Total Liabilities	$
Total Revenues/Contributions	$
□ Net Income □ Net Loss	$
Cash flow from operations	$

b. Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A
If "Yes," please provide complete details.

5. Stock Ownership:
☐ Yes ☐ No

b) Total number of voting shareholders: _____

c) Please list all directors and officers and their respective percentage of voting shares owned whether directly or beneficially: _____

d) Other than those identified in b) above, are there any shareholders who hold greater than five percent (5%) of the voting shares of the **Applicant** whether directly or beneficially? ☐ Yes ☐ No
(If "Yes," please list all such shareholders and their respective percentage of voting shares owned whether directly or beneficially: _____

6. Please indicate whether the **Applicant** in the past thirty-six (36) months completed or agreed to, or contemplates within the next twelve (12) months, any of the following, whether or not such transactions were or will be completed.

a) Any registration for a public debt or equity offering or any private placement of debt or equity securities? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

b) Reorganization or arrangement with creditors under federal or state law? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

Subsidiaries			
Details	1	2	3
Name			
Operations			
Formed			
Ownership			
Tax Status			

7. Has the **Applicant** in the past twenty-four (24) months had, or in the next twenty-four (24) months anticipate any plant, facility, branch or office closing, consolidations or layoffs? ☐ Yes ☐ No
If "Yes," please provide details by attachment to this Application.

Enter the TOTAL number of employees (by type) in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic		Foreign
	Union	Non-Union	
Full Time			
Part Time			

Total Number of Independent Contractors	

Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS ONLY (collectively):

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

8. a) Percentage of employees with salaries (including bonuses):

Less than $25,000 _____ %

$25,000 - $50,000 _____ %

$50,000 - $100,000 _____ %

Greater than $100,000 _____ %

b) How many employees or officers have been involuntarily terminated in the past two (2) years?

(Yr1) _____ (Yr2) _____

c) What percentage (%) of your employees has turned over in the past two (2) years?

(Yr1) _____ (Yr2) _____

9. Does the **Applicant**

have a full-time human resources coordinator?	☐ Yes	☐ No
have a written policy prohibiting discrimination?	☐ Yes	☐ No
have a written policy prohibiting sexual harassment?	☐ Yes	☐ No
have a written policy for handling complaints of sexual harassment?	☐ Yes	☐ No
require all employees to complete an application for employment?	☐ Yes	☐ No
have a written policy for Family Medical Leave?	☐ Yes	☐ No
have an employee handbook?	☐ Yes	☐ No
have posted policies and procedures?	☐ Yes	☐ No
use outside counsel for employment advice including terminations?	☐ Yes	☐ No
have a formal "At-Will" statement in the employee handbook and employment application?	☐ Yes	☐ No
require independent contractors performing services under the exclusive direction of the **Applicant** be subject to the **Applicant's** human resources policies?	☐ Yes	☐ No

10. Does the **Applicant** have policies or procedures outlining employee conduct when dealing with the general public or persons outside of the **Applicant's** direction or control? ☐ Yes ☐ No
If "Yes," please provide a copy.

11. Does the **Applicant** have policies or procedures for dealing with complaints from the general public, customers, clients, patrons, visitors, or other third parties for issue involving harassment or discrimination? ☐ Yes ☐ No
If "Yes," please provide a copy.

Only complete Question #12 if the Applicant does not have any insurance in place.

12. Past Activities:

a) Has there been, or is there now pending any claim(s), suit(s), investigation(s) or action(s) against the Applicant, its Subsidiaries, or any individual or other entity proposed for insurance arising out of: (1) any director, officer, employee or entity liability matter, including securities matters and/or employment matters; or (2) any matter claimed against any person proposed for insurance in his or her capacity under the proposed policy?
(If none, check here: ☐ "None".) (If "Yes" attach complete details.)

_____

_____

_____

b) Does the Applicant, its Subsidiaries, or any director, officer or employee of the Applicant know of any act, error or omission, which might give rise to a claim(s) under the proposed policy?

c) Has the Applicant, any of its Subsidiaries or any director and/or officer:

a. Been involved in any antitrust, copyright or patent litigation? ☐ Yes ☐ No
b. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state antitrust or fair trade law? ☐ Yes ☐ No
c. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state securities law or regulation? ☐ Yes ☐ No
d. Been involved in any representative actions, class actions, or derivative suits? ☐ Yes ☐ No
e. Been charged in any federal or state proceeding citing a violation of anti-harassment or anti-discrimination law? ☐ Yes ☐ No

IF ANY OF THE ABOVE IS "YES," ATTACH COMPLETE DETAILS

_____

_____

_____

Without prejudice to any other rights and remedies of the Underwriter, any claim arising from any claims, facts, circumstances or situations required to be disclosed in response to 12.(a) – 12.(c) above is excluded from the proposed insurance.

13. As part of this Application, please submit the following documents with respect to the **Applicant**

a) Audited financial statements with any notes and schedules.
b) Any registration statements filed with the SEC or any private placement memorandums within the last twelve (12) months.
c) Summary and status of any litigation filed within the last five years by or against any person(s) or entity(ies) proposed for this insurance (including any litigation that has been resolved).
d) Copy of employee handbook (if the **Applicant** has more than two hundred fifty (250) employees).
e) EEO-1 Report.

NOTICE TO APPLICANT – PLEASE READ CAREFULLY.

FOR THE PURPOSES OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE UNDERWRITER IS AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. ACCEPTING THIS APPLICATION DOES NOT BIND THE UNDERWRITER TO COMPLETE, OR THE **APPLICANT** TO PURCHASE, THE INSURANCE.

THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION IS ON FILE WITH THE UNDERWRITER AND ALONG WITH THE APPLICATION IS CONSIDERED PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME PART OF IT. THE UNDERWRITER WILL HAVE RELIED UPON THIS APPLICATION AND ATTACHMENTS IN ISSUING ANY POLICY. THIS APPLICATION WILL BECOME A PART OF SUCH POLICY IF ISSUED.

IF THE INFORMATION IN THIS APPLICATION OR IN ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE POLICY EFFECTIVE DATE, THE **APPLICANT** WILL NOTIFY THE UNDERWRITER, WHO MAY MODIFY OR WITHDRAW ANY QUOTATION OR AGREEMENT TO BIND INSURANCE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT:

(I) THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO "CLAIMS" FIRST MADE OR DEEMED MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD;

(II) THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND, IN SUCH EVENT, THE UNDERWRITER WILL NOT BE RESPONSIBLE FOR THE CONTINUED "COSTS OF DEFENSE" OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT ANY OF THE FOREGOING EXCEED THE LIMIT OF LIABILITY; AND

(III) "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE RETENTION.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWLINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWLINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWLINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

APPLICANT:		
BY: (President, Chairman, or CEO:)	TITLE:	DATE:

REQUIRED INFORMATION

PRODUCED BY (Insurance Agent or Broker:) Please print and sign name

FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO:
ADDRESS (No., Street, City, State, and Zip:)	
EMAIL ADDRESS:	

SUBMITTED BY (Firm): TAXPAYER ID OR SOCIAL SECURITY NO.	PRODUCER LICENSE NO.:
ADDRESS (No., Street, City, State, and ZIP:)	

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Policy #_____
Expiring Policy #_____

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY

DECLARATIONS

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.

ITEM 1. **COMPANY** NAME AND PRINCIPAL ADDRESS:	ITEM 2. **POLICY PERIOD:** (a) Inception Date (b) Expiration Date at 12:01 a.m. both dates at the Principal Address in ITEM 1.
ITEM 3. LIMIT OF LIABILITY (inclusive of **Costs of Defense**): 1 $ aggregate limit of liability for all Claims made or deemed made during the Policy Period.	
ITEM 4. RETENTIONS: (a) Claims other than an **Employment Practices Claim** or a **Securities Claim** $ (b) **Employment Practices Claim**: $ (c) **Securities Claim**: $ (d) A Retention shall not apply to a Non Indemnifiable Loss.	
ITEM 5. PREMIUM Total Premium $_____	
ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:	

ITEM 7. PENDING AND PRIOR DATE:
ITEM 8. **INSURER**: ADDRESS: c/o Ironshore Insurance Services, LLC 1 Exchange Plaza (55 Broadway) New York, NY 10006
ITEM 9. BROKER ADDRESS: LICENSE NUMBER:

The Declarations, the signed and completed **Application** and the Policy, with endorsements, will constitute the contract between the **Insured** and the **Insurer** and this Policy is not valid unless signed below by a duly authorized representative of the Insurer.

Date: By:_____
Authorized Representative

Issuing Office: Issued Date:

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

THIS IS A CLAIMS MADE AND REPORTED POLICY
WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY
PLEASE READ THE ENTIRE POLICY CAREFULLY

DIRECTORS, OFFICERS AND PRIVATE COMPANY

LIABILITY INSURANCE POLICY

INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application,** and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

Section I. Insuring Agreements

A. The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Insured Person** during the Policy **Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, except for any **Loss** which the **Company** actually pays as indemnification.

B. The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against an **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act** reported to the **Insurer** pursuant to Section VII, but only to the extent the **Company** is required or permitted by law, to the fullest extent possible, to indemnify the **Insured Person**.

C. The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Company** during the **Policy Period** or the Discovery Period for a **Wrongful Act,** and reported to the **Insurer** pursuant to Section VII.

Section II. Definitions

A. "**Application**" shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy. "**Application**" shall also mean any public documents filed by the **Company** within the past 36 months with any federal, state, local or foreign governmental entity.

B. **"Claim"** shall mean a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or the filing of a notice of charges or similar document, including any proceeding initiated against any **Insured** before the U.S. Equal Employment Opportunity Commission ("EEOC"), or any similar governmental body, or other written demand for monetary or non-monetary relief made against any **Insured**. However, in no event shall the term "**Claim**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

C. "**Company**" shall mean the **Corporation** and any **Subsidiary**.

D. "**Corporation**" shall mean the entity named in Item 1 of the Declarations.

E. "**Costs of Defense**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim,** including the costs of an appeal bond, attachment bond or similar bond (but the **Insurer** shall not have any obligation to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured**.

F. "**Directors**" and "**Officers**" shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the **Company**.

G. "**Domestic Partner**" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.

H. "**Employee**" shall mean any past, present or future employee of the **Company**, including any part-time, seasonal or temporary employee, acting solely in his or her capacity as such. Any person leased to the **Company** shall also be an **Employee**, but only if the **Company** indemnifies such leased person in the same manner as is provided to the **Company's** permanent employees. Any person hired by contract to perform work for the **Company**, or who is an independent contractor for the **Company**, shall also be an **Employee**, but only if the

Company indemnifies the person in the same manner as is provided to the **Company's** permanent employees.

I. "**Employment Practices Claim**" shall mean any **Claim** brought by or on behalf of any past, present or future **Employee** of the **Company** or an **Outside Entity**, or any applicant for employment with the **Company** or an **Outside Entity** alleging an **Employment Practices Wrongful Act**. **Employment Practices Claim** shall also mean a **Claim** brought by or on behalf of any customer or client of the **Company** alleging discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment.

J. "**Employment Practices Wrongful Act**" shall mean:

(1) adverse or unfair reprimand of an **Employee**;

(2) denial of interview or position;

(3) denial of training to an **Employee**;

(4) derogatory or disparaging remarks to an **Employee**;

(5) discrimination;

(6) employment-related misrepresentations

(7) employment-related libel, slander, defamation, or invasion of privacy;

(8) failure to grant tenure;

(9) failure to provide an adequate workplace, or employment policy or procedure for **Employees**;

(10) imposing mandatory arbitration of an **Employment Practices Claim** by an employer;

(11) improper denial of time off or vacation time to an **Employee**;

(12) improper disciplinary action of an **Employee**;

(13) improper performance review of an **Employee**;

(14) improper transfer, change of position or change of work hours or shift of an **Employee**;

(15) improper treatment of an **Employee** for their actions as a whistleblower;

(16) negligent evaluation of an **Employee**;

(17) negligent release of medical information of an **Employee**;

(18) **Retaliation** against an **Employee**;

(19) sexual or workplace harassment of any kind;

(20) violation of the Equal Pay Act;

(21) wrongful deprivation of career opportunity of an **Employee**, including defamatory statements made in connection with an **Employee** reference;

(22) wrongful dismissal, discharge or termination of employment, whether actual or constructive, of an **Employee**;

(23) wrongful failure to promote, transfer or employ; and

(24) violation of an **Employee's** civil rights relating to any of the above.

K. "**Financial Insolvency**" shall mean the **Company** becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Company**.

L. "**Insured**" shall mean an **Insured Person** and the **Company**.

M. "**Insured Person**" shall mean **Directors**, **Officers** and **Employees**.

N. "**Insurer**" shall mean the company stated in Item 8 of the Declarations.

O. "**Loss**" shall mean compensatory damages (including back pay and front pay), punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements, pre- and post-judgment interest, and **Costs of Defense**. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

Loss shall not include: **(1)** civil or criminal fines or penalties imposed by law; **(2)** taxes; **(3)** any amount for which an **Insured** is not financially liable or which is without legal recourse to the Insured; **(4)** employment-related benefits of any kind, including, but not limited to, stock options, commissions, profit sharing, termination payments, severance, perquisites, deferred compensation or any other

type of compensation other than back pay, front pay or bonus compensation; **(5)** any liability or costs incurred by any **Insured** to modify any buildings or property in order to make a building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy, seminar or monitoring (including, but not limited to, any consulting fees paid to any law firm) relating to or arising out of an **Employment Practices Claim**; **(6)** any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities: or **(7)** matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

P. "**Management Control**" shall mean: **(1)** owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or **(2)** having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an organization, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture or partnership or the management board of a limited liability company.

Q. "**Outside Entity**" shall mean any not- for- profit entity or any for-profit company but only if such for-profit entity is specifically added by written endorsement to this Policy.

R. "**Policy Period**" shall mean the period from the Inception Date of this Policy to the Expiration Date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.

S. "**Pollutants**" shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.

T. "**Pollution**" shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

U. "**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.

V. "**Retaliation**" shall mean 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 any act by an **Insured** which act is alleged to be a violation of any federal, state, 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 worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; **(3)** the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or **(4) Employee** strikes.

W. "**Securities Claim**" shall mean any **Claim** (including a civil lawsuit or criminal proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:

(1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or

(2) brought by a security holder of the **Company**, arising solely with respect to such security holder's interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes an uninsurable loss and, subject to all other terms and conditions of the Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

X. "**Subsidiary**" shall mean:

(1) any for-profit organization of which the **Company** has **Management Control** ("Controlled Entity") on or before the inception of the **Policy Period** either directly or indirectly through one or more other Controlled Entities;

(2) automatically any for-profit organization whose securities are not publicly traded and whose assets total less than twenty-five percent (25%) of the

total consolidated assets of the **Company** as of the inception date of this Policy which the **Company** first had **Management Control** during the **Policy Period**, either directly or indirectly, through one or more other Controlled Entities. The **Corporation** shall provide the **Insurer** with full particulars of the new **Subsidiary** before the end of the **Policy Period**; or

(3) an organization which the **Company** first had **Management Control** during the **Policy Period** (other than a for-profit organization described in paragraph (2) above), either directly or indirectly through one or more other Controlled Entities, but only upon the condition that within 90 days of its becoming a **Subsidiary**, the **Corporation** 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, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Corporation** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

(4) An organization becomes a **Subsidiary** when the **Company** has **Management Control** of such **Subsidiary**, either directly or indirectly, through one or more of its Controlled Entities. An organization ceases to be a **Subsidiary** when the **Company** ceases to have **Management Control** in such **Subsidiary**, either directly, or indirectly through one or more of its Controlled Entities.

(5) In all events, coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary** and/or any **Insured Person** in their capacity as such with the **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time the **Company** obtained **Management Control** of such **Subsidiary**, and prior to the effective time that the **Company** no longer has **Management Control** over such **Subsidiary**.

Y. "**Wrongful Act**" shall mean:

(1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;

(2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;

(3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**; or

(4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by the **Company**.

Section III. Exclusions

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 or attributable to:

(1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(3) any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred.

Provided, however,

(a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

(b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that:

(i) the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**; and

(ii) only the **Wrongful Act** of any past, present or future chairman of the board, president, chief executive officer, or chief financial officer of the **Company** shall be imputed to the **Company**.

B. alleging, arising out of, based upon or attributable to any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;

C. alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding, or EEOC notice of charge of any kind involving the **Company** and/or any **Insured Person** as of the Pending and Prior Date stated in Item 7 of the Declarations, or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation underlying or alleged in such proceeding or notice of charge;

D. for any actual or alleged:

(1) bodily injury, sickness, disease, or death of any person;

(2) damage to or destruction of any tangible property, including the loss of use thereof; or

(3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander, however, this subsection (D)(3) does not apply to an **Employment Practices Claim.**

E. for violation of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, and any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation** or an alleged violation of the Equal Pay Act;

F. for any **Claim** alleging, arising out of, based upon, or attributable to the refusal, failure or inability of any **Insured** to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any **Insured** from any **Employee** or purported **Employee**, including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any **Claim** seeking Earned Wages because any **Employee** or purported **Employee** was improperly classified or mislabeled as "exempt";

G. alleging, arising out of, based upon or attributable to a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of any entity other than the **Company** or an **Outside Entity**, even if such service is at the direction of the **Company**, unless otherwise specifically added by written endorsement to this Policy;

H. for a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of an **Outside Entity** if such **Claim** is brought by the **Outside Entity**

or by any director, officer, trustee or governor thereof; provided, however, this exclusion shall not apply to any **Employment Practices Claim**;

I. which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Insured Person**; provided however, this exclusion shall not apply to:

(1) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;

(2) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** that is covered by this Policy;

(3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;

(4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made;

(5) any **Claim** brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction against such **Company** or any **Director** or **Officer** thereof, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or

(6) any **Claim** brought against an **Insured Person** arising out of or based upon any protected activity specified in any "whistleblower" protection pursuant to any state, local or foreign laws.

J. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**, including but not limited to, any **Claim** for financial loss to the **Company**, its security holders or its creditors;

K. for any **Wrongful Act** of a **Subsidiary** or an **Insured Person** of such **Subsidiary** or any entity that merges with the **Company** or an **Insured Person** of such entity that merges with the **Company** occurring:

(1) prior to the date such entity becomes a **Subsidiary** or is merged with the **Company**;

(2) subsequent to the date such entity became a **Subsidiary** or was merged with the **Company** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Company**, would constitute **Related Wrongful Acts**; or

(3) subsequent to the date the **Company** ceased to have, directly or indirectly, **Management Control** of such **Subsidiary**;

L. which is insured in whole or in part by another valid policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise.

M. alleging, arising out of, based upon or attributable to any public offering of securities by the **Company**, an **Outside Entity** or an affiliate or alleging a purchase or sale of such securities subsequent to such public offering; provided, this exclusion will not apply to:

(1) any purchase or sale of securities exempted pursuant to section 3(b) of the Securities Act of 1933. Coverage for such purchase or sale transaction shall not be conditioned upon payment of any additional premium; however, the **Corporation** shall give the **Insurer** written notice of any public offering exempted pursuant to section 3(b), together with full particulars, as soon as practicable, but not later than 30 days after the effective date of the public offering;

(2) any public offering of securities (other than a public offering described in paragraph (1) above), as well as any purchase or sale of such securities subsequent to such public offering, in the event that within 30 days prior to the effective time of such public offering: (i) the **Corporation** shall give the **Insurer** written notice of such public offering together with full particulars and underwriting information required thereto and (ii) the **Corporation** accepts such terms, conditions and additional premium required by the **Insurer** for such coverage. Such coverage is also subject to the **Corporation** paying when due any such additional premium. In the event the **Corporation** gives written notice with full particulars and underwriting information pursuant to (i) above, then the **Insurer** must offer a quote for coverage under this paragraph;

N. alleging, arising out of, based upon or attributable to any actual or alleged contractual liability or obligation of the **Company** or an **Insured Person** under any contract, agreement, employment contract or employment agreement to pay money, wages or any employee benefits of any kind. This exclusion shall not

apply to an **Employment Practice Claim** to the extent liability does not arise under such contract or agreement;

O. alleging, arising out of, based upon or attributable to the purchase by the **Company** of securities of a "publicly traded entity" in a transaction which resulted, or would result, in such entity becoming a **Subsidiary** of the **Company**; provided, however, this exclusion shall not apply in the event that within 30 days prior to it becoming a **Subsidiary**, the **Corporation** gives written notice of the transaction to the **Insurer** together with full particulars and underwriting information required and agrees to any additional premium or amendment of the provisions of this Policy required by the **Insurer** relating to the transaction. Further, coverage as shall be conditioned upon the **Corporation** paying when due any additional premium required by the **Insurer** relating to the transaction. An entity is a "publicly traded entity" if any securities of such entity have previously been subject to a public offering;

P. alleging, arising out of, based upon or attributable to emotional distress, or injury from libel or slander, or defamation or disparagement, or for injury from a violation of a person's right of privacy; provided, this exclusion shall not apply to any **Employment Practices Claim**;

Q. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;

R. with respect to Insuring Agreement C only:

(1) for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights;

(2) for any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;

(3) for the rendering or failure to render any service to a customer or client of the **Insured**; provided, however, that this exclusion shall not apply to any:

a. **Claim** alleging **Employment Practices Violations**;
b. **Securities Claim**; or
c. **Claim** for the rendering or failure to render any professional service to the extent such professional services errors and omissions coverage

has been added to this Policy by written endorsement attached hereto; or

(4) seeking fines or penalties or non-monetary relief; provided, however, that this exclusion shall not apply to any **Securities Claim** or **Employment Practices Claim**.

Section IV. Limit of Liability

A. The **Insurer** shall be liable to pay **Loss** in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.

B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.

C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VII of the Policy shall be the amount stated in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

Section V. Retention

A. The Retention shall apply to all covered **Loss**, including **Costs of Defense**.

(1) The Retention specified in Item 4 of the Declarations shall apply as follows:

a. Item 4(a) Retention is applicable to **Loss** as a result of **Claims** other than an **Employment Practices Claim** or a **Securities Claim**.

b. Item 4(b) Retention is applicable to **Loss** resulting from an **Employment Practices Claim**.

c. Item 4(c) Retention is applicable to **Loss** resulting from a **Securities Claim**.

d. A Retention shall not apply to a Non Indemnifiable Loss, including **Costs of Defense**.

B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

C. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims** constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Acts** were reported under this Policy or any other policy providing similar coverage.

D. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the **Company** is unable to indemnify an **Insured Person** solely by reason of its **Financial Insolvency**, the **Insurer** shall, pursuant to the terms and conditions of Section VI.F., advance **Costs of Defense** incurred by an **Insured Person** without first requiring payment of the Retention applicable to **Claims** covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the **Company**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** of an **Insured Person** to the fullest extent permitted by law.

Section VI. Costs of Defense and Settlements

A. The **Insured** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured** shall provide the **Insurer** with all information, documents, reports and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer**, shall not be covered hereunder.

B. Notwithstanding Section VI.A. above, if all **Insureds** are able to settle all **Claims** that are subject to an applicable Retention for an amount that, together with the **Costs of Defense**, does not exceed the applicable Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.

C. The **Insured**, and not the Insurer, shall have the duty to defend all **Claims**, provided that the **Insured** shall only retain counsel as is mutually agreed upon with the **Insurer**. The **Company** may at its option tender to the **Insurer** the defense of a **Claim**. Such a tender of the defense of a **Claim** shall not be made more than 90 days following notice of the **Claim** pursuant to Section VII. Upon such a tender of the defense of a **Claim**, the **Insurer** shall assume the duty to defend.

D. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured** shall cooperate with the

Insurer and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.

E. If a **Claim** made against an **Insured** includes both covered and uncovered matters, or is made against an **Insured** and others not insured, the **Insured** and the **Insurer** recognize that there must be an allocation between covered and uncovered **Loss**. The **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered **Loss**, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** as a result of the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the **Insured** and the **Insurer** are not able to come to some agreement regarding the amount of the allocation, then the **Insurer** shall pay only those amounts, excess of the applicable Retention amount, which the **Insurer** deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and the above standards.

F. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that:

(1) the appropriate Retention has been satisfied, provided, however, this condition shall not apply in the event of the **Financial Insolvency** of the **Company**;

(2) any amounts advanced by the Insurer shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;

(3) the **Insured** and the **Insurer** have agreed upon the portion of the **Costs of Defense** attributable to covered **Claims** against the **Insureds**; provided, however, if no agreement, the **Insurer** shall pay, excess of the retention, what it determines fair and reasonable until such is otherwise established; and

(4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Insured** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

Section VII. Notice of Claim

A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer**

alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

B. If during the **Policy Period** or during the Discovery Period the **Company** or an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Acts**, shall be considered made at the time notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.

C. In addition to furnishing the notice as provided in Section VII, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

D. Notice to the **Insurer** as provided in Section VII shall be given to the **Insurer** identified in, and at the address set forth in, Item 8 of the Declarations.

Section VIII. Discovery Period

A. In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.

B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid and a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.

C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

Section IX. General Conditions

A. Cancellation or Non-Renewal

(1) This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation by the **Corporation**, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D. wherein the entire premium for this Policy shall be deemed earned.

(2) This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Corporation** with no less than sixty (60) days advance notice thereof.

B. Application

It is agreed by the **Company** and the **Directors** and **Officers** that the particulars and statements contained in the **Application** and any information provided therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Company** and the **Directors** and **Officers** that the statements in the **Application** or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the **Application**, shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

C. Action Against the Insurer

(1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.

(2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against an **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

D. Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

(1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and

(2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

E. Outside Entity Provision

In the event a **Claim** is made against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, officers, trustees or governors.

F. Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

(3) Estates and Legal Representatives

a. The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

b. In the event a bankruptcy proceeding shall be instituted by or against the **Company**, the resulting debtor-in-possession (or equivalent status outside the United States of America) shall be

deemed to be the **Company**, but only with respect to coverage provided under Insuring Agreements I. B. and C.

G. Priority of Payments

(1) In the event of **Financial Insolvency**, or the refusal of the **Corporation** to indemnify or advance the indemnification of an **Insured Person** and there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall:

a. first pay such **Loss** for which coverage is provided under Section I.(A) of this Policy; then

b. with respect to whatever remaining amount of the Limit of Liability is available after payment of Section G(1)(a) above, pay such **Loss** for which coverage is provided under any other Insuring Agreements of this Policy.

(2) Subject to the provisions of paragraph (1) above, the **Insurer** shall, at the written request of the **Corporation**, delay payment of **Loss** for which coverage is provided under any Insuring Agreement other than Section I.(A) until such time as the **Corporation** designates; provided the liability of the **Insurer** with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Corporation** shall provide written notice to the **Insurer** when such delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Insurer** shall have no further obligation under this Policy with respect to such funds.

H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Company** and **Insured Persons** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Company**.

I. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a non-binding mediation in which the **Insurer** and the **Insured** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be

commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or an arbitration, shall be split equally by the parties.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

L. Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

M. Corporation Represents Insured

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

N. Representative of the Insurer

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section VII of the Policy.

O. Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer** at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States

District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

P. Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

Q. Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the ownership, management, operation or control by the **Company** of any captive insurance company or entity, including but not limited to any **Claim** alleging the insolvency or bankruptcy of the **Company** was a result of such ownership, management, operation or control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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** made against any **Insured** alleging, arising out of, based upon, or attributable to any:

(i) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time domestic or foreign government or any armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated; or

(ii) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or "affiliate" (as that term is defined in The Securities Exchange Act of 1934, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such affiliate) of any customer of the **Company** or any member of their family or any entity with which they are affiliated; or

(iii) Political contribution, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT PRACTICES CLAIM – SUB-LIMIT OF LIABILITY

In consideration of the premium charged, it is hereby understood and agreed that with respect to all Loss arising from all Employment Practices Claims, the limit of liability of the Insurer for all such Loss shall be , (hereinafter called the "sub-limit of liability"). This sub-limit of liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Declarations entitled LIMIT OF LIABILITY and in no way shall serve to increase the Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY 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** made against any **Insured**, which is brought by:

(1) ; or

(2) any other member of the family, if such member owns or controls, whether directly, indirectly or beneficially, any securities issued by the **Company**; or

(3) which are brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder or member **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any family member described in subparagraph (1) and (2) above.

For purposes of this endorsement, the "family" of an individual shall mean his/her spouse, parents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, as well as any other ancestor or lineal descendant..

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRANCHISE 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) (including but not limited to any derivative actions and or shareholder actions) made against any **Insured** (s) alleging, arising out of, based upon or attributable to the selling purchase or sale of a franchise and/or any franchising operations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

GENERAL PARTNER - PARTNERSHIP MANAGER - JOINT VENTURE MANAGER 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 derived from any **Insured(s)** acting as a general partner of any limited partnership(s), and/or a partnership manager of any general partnership(s), and/or joint venture manager of any joint venture(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN WRONGFUL ACT 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** made against any **Insured** alleging, arising out of, based upon or attributable to, any **Wrongful Act** occurring prior to if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy. **Loss** arising out of the same or **Related Wrongful Act**s shall be deemed to arise from the first such **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAJOR SHAREHOLDER 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** made against any **Insured** which is brought by any individual or entity (that owns or controls (whether beneficially, directly or indirectly) % or more of the outstanding voting stock of the **Company** (hereinafter "Major Shareholder"); or by any security holder of the **Company** whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of any Major Shareholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE 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** made against any **Insured** alleging, arising out of, based upon or attributable to medical or professional malpractice, including, but not limited to, the rendering of or failing to render medical service or treatment.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

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, any **Insured**, 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 any **Insured**; or

(3) the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or

(4) claims for damages to the **Company** or its shareholders alleging, arising out of, based upon, or attributed to, or in any way involving, 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;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in 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 byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARENT 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** made by or on behalf of the following parent organization ("Parent") or any director, officer or employee thereof; or any **Claim** which is brought by any security holder of the **Company**, whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, the Parent or any director, officer or employee thereof.

PARENT ORGANIZATION

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE
your safe harbour

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS

In consideration of the premium charged, it is hereby understood and agreed that with respect to $ excess of $ of the Limit of Liability stated in the Declarations, 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 or attributable to, any civil, criminal, administrative or investigative proceeding, or EEOC charge of any kind pending or prior to , or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation, underlying or alleged in such pending or prior proceeding or notice of charge.

(b) alleging any **Wrongful Act** occurring prior to if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under the limit of liability $ excess of $.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date**
of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL SEVERABILITY OF CONDUCT EXCLUSIONS

A. alleging, arising out of, based upon or attributable to:

(1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(3) any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred.

Provided, however,

(a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

(b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED POLICY PERIOD

In consideration of the additional premium of $ (pro rata amount of the annual premium), it is hereby understood and agreed that the Item on the Declarations page entitled POLICY PERIOD is deleted in its entirety and replaced with the following:

POLICY PERIOD: FROM: TO:
(12:01 A.M. standard time at the address stated in Item 1.)

It is further understood and agreed that the Limit of Liability for the expanded Policy Period shall be part of and not in addition to the Limit of Liability stated in the Declarations page.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS 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** for any Wrongful Act which occurred prior to . Loss arising out of the same **Wrongful Act** or Related Wrongful Acts shall be deemed to arise from the first such **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL ERRORS & OMISSIONS EXCLUSION
(WITH SECURITIES CLAIM CARVE-OUT)

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** alleging, arising out of, based upon or attributable to the performance of or failure to perform professional services for others for a fee, or any act, error or omission relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Securities Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITY EXCLUSION
(CLAIMS BROUGHT AGAINST))

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 entity listed below and/or any director, officer, partner, management committee member or member of the Board of Managers or employee of any entity listed below:

1. (including any subsidiary or affiliate thereof)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT BY)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make payment for **Loss** in connection with any **Claim** brought by or on behalf of the following:

1. (including any subsidiary or affiliate thereof)

2. (including any subsidiary or affiliate thereof)

3. (including any subsidiary or affiliate thereof)

4. (including any subsidiary or affiliate thereof)

5. (including any subsidiary or affiliate thereof)

and/or any director, officer, partner, management committee member or member of the Board of Managers or employee thereof; or by any security holder of the entity whether directly or derivatively.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Endorsement

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INDIVIDUAL 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** brought by or on behalf of any individual listed below, and/or any entity of which such individual is a director, officer, management committee member or trustee (or equivalent position), or any entity in which such individual owns, or controls, 5% or more of an equity or debt ownership interest (individually or collectively) either directly or indirectly and/or any past, present or future director or officer (or equivalent position) of such entity.

INDIVIDUAL

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(866) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions B or C of the Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, notice, event, investigation or action referred to below (hereinafter "Event"); the prosecution, adjudication, settlement, disposition, resolution or defense of any Event; any **Claim** arising from an Event; or any **Claim** alleging the same Wrongful Act or Related Wrongful Acts, or any fact, circumstance or situation in any way relating to any Event.

EVENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

IRONSHORE
your safe harbour

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE ENTITY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that each of the following entities shall be deemed an "**Outside Entity**":

OUTSIDE ENTITY	PENDING AND PRIOR DATE
1)	_____
2)	_____

The **Outside Entity** listed above and the **Company** will be conclusively deemed to have indemnified the **Insured Person** of each respective above listed **Outside Entity** to the extent that such **Outside Entity** or the **Company** is permitted or required to indemnify such **Insured Person** pursuant to law, common or statutory, or contract, or its charter or by-laws. The **Outside Entity** and the **Company** hereby agree to indemnify the **Insured Person** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

With respect to any entity listed above, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made against such entity or any **Claim** made against any **Insured Person** of such entity alleging, arising out of, based upon or attributable to, any pending or prior litigation or administrative or regulatory proceeding or investigation, or alleging any **Wrongful Act** or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation, prior to the Pending and Prior Date stated above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #

Policy Number: **Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Section III, Exclusions R.(3) is deleted in its entirety and replaced by the following:

R.(3) for the rendering or failure to render any professional services to a customer or client of the **Insured**; provided, however, this exclusion shall not apply to any **Claim** brought by a shareholder or debt-holder of the **Company** in the form of a class, direct or derivative action alleging failure to supervise or failure to properly manage professional services.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

_____ _____

Authorized Representative Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers and Private Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A.** Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

   (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

   Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

2. **Section VII. Notice of Claim** is hereby amended by the addition of the following:

   E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer.**

3. Paragraph **A**. of **Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:

   A**.** The **Insured** shall, as a condition precedent to their rights under this Policy, give the I**nsurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts,** shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

4. Paragraph **B**. of **Section VIII . Discovery Period** is hereby deleted in its entirety and replaced by the following:

   B. As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.

5. Paragraph **C**. of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

C. For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.

6. Paragraph **I. Dispute Resolution** of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

I. **Dispute Resolution**

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a voluntary, non-binding mediation in which the **Insurer** and the **Insured** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or an arbitration, shall be split equally by the parties.

7. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Approved 05/07/2008

Comments:

Attachment:

AR NAIC.pdf

Satisfied -Name: Cover Letter

Review Status: Approved 05/07/2008

Comments:

Attachment:

Cover Letter Template Forms.pdf

Satisfied -Name: Letter of Authorization

Review Status: Approved 05/07/2008

Comments:

Attachment:

LOA. Westmont.pdf

Satisfied -Name: Previous Approval

Review Status: Approved 05/07/2008

Comments:

Attachment:

AR Form Filing and Approval.pdf

Effective January 1, 2006

Property & Casualty Transmittal Document (Revised 1/1/06)

AR

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use Only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
	h. Subject Codes	

3.	Group Name	Group NAIC #

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Ironshore Indemnity, Inc	TX	23647	41-012140

5.	Company Tracking Number	PRIV-08-001

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sherri Penn	Senior Analyst, Westmont Associates, Inc.	(321) 613-2086	(856) 216-0303	sherri@westmontlaw.com
	25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				

7.	Signature of authorized filer	***Sherri Penn***
8.	Please print name of authorized filer	Sherri Penn

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 - Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0006 - D&O
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	None
12.	Company Program Title (marketing title)	Directors, Officers and Private Company Liability Insurance
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other:
14.	Effective Date(s) Requested	New: Upon Earliest Approval Renewal: Upon Earliest Approval
15.	Reference Filing?	☐ Yes ☐ (No)
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	3/4/08
19.	Status of filing in domicile	☐ Not Filed ☒ Pending ☐ Authorized ☐ Disapproved

Q2006 National Association of Insurance Commissioners

Property & Casualty Transmittal Document ---

20.	**This filing transmittal is part of Company Tracking #**	PRIV-08-001

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text

Submission of forms for Company's Private Company D&O program.

22.	**Filing Fees** (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 27251
Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

0 2606 National Association of Insurance Commissioners

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	PRIV-08-001
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	n/a

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	see attached		☒ New ☐ Replacement ☐ Withdrawn		
02			☐ New ☐ Replacement ☐ Withdrawn		
03			☐ New ☐ Replacement ☐ Withdrawn		
04			☐ New ☐ Replacement ☐ Withdrawn		
05			☐ New ☐ Replacement ☐ Withdrawn		
06			☐ New ☐ Replacement ☐ Withdrawn		
07			☐ New ☐ Replacement ☐ Withdrawn		
08			☐ New ☐ Replacement ☐ Withdrawn		
09			☐ New ☐ Replacement ☐ Withdrawn		
10			☐ New ☐ Replacement ☐ Withdrawn		

@ 2006 National Association of Insurance Commissioners

WESTMONT ASSOCIATES, INC.

March 4, 2008

Department of Insurance
Property and Casualty Division
Form and Rate Filings Review

RE: **Ironshore Indemnity, Inc.**
NAIC#: 23647/ FEIN#: 41-0121640
Directors, Officers and Private Company Liability Insurance Policy
(Includes Employment Practices Claims Coverage)
New Submission – Form Filing
Company Filing #: PRIV-08-001-F
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed please find enclosed Ironshore Indemnity Inc's (the "Company") Directors, Officers, and Private Company Liability Insurance filing for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company's filing is exactly the same as National Specialty Insurance Company's currently approved Directors, Officers and Private Company Liability Insurance Policy filing submission but with Company identifying information revised accordingly.

The Company is filing the attached Directors, Officers, and Private Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing. The rates and rules to be used with the enclosed forms have been filed under separate cover letter as Company filing #: PRIV-08-001-R.

Upon approval of the Company's filing, all new and renewal business currently written on National Specialty's paper will be written by Ironshore Indemnity, Inc. A copy of the National Specialty filing approval has been attached for your ease of reference.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Sherri Penn

Sherri Penn
Senior Analyst
sherri@westmontlaw.com

Enclosures

cc: N. Stepanski
A. Cahill

IRONSHORE
your safe harbour

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway), 12th Floor
New York, NY 10006
tel (646) 826 6600
toll free (877) IRON411
fax (646) 826 6601
www.ironshore.com

December 19, 2007

RE: Ironshore Indemnity Inc.
NAIC#: 23647
FEIN#: 41-0121640
Letter of Authorization
Filing of Forms, Rates and Rules

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Please direct all correspondence in relation to these filings directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning these filings, please contact Mr. Pohler at (856) 216-0220, fax (856) 216-0303 or by email at Wes@westmontlaw.com

Thank you for your assistance in this matter.

Sincerely,

Michael Mitrovic
Senior Vice President

cc: Peter McKeegan
Andrew Cahill

Filing at a Glance

Company: National Specialty Insurance Company

Product Name: Private Company D&O	SERFF Tr Num: STNA-125343793	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: #25695 $50
Sub-TOI: 17.0006 Directors & Officers Liability	Co Tr Num: PRIV-07-001-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Meghan Slenkamp	Disposition Date: 12/07/2007
	Date Submitted: 11/01/2007	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):

General Information

Project Name: Private Company D&O	Status of Filing in Domicile: Pending
Project Number: PRIV-07-001-F	Domicile Status Comments: Currently pending in Texas.
Reference Organization: None	Reference Number: None
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 12/07/2007	Company Status Changed:
State Status Changed: 12/07/2007	Deemer Date:
Created By: Meghan Slenkamp	Submitted By: Meghan Slenkamp
Corresponding Filing Tracking Number:	

Filing Description:

Submission of the Company's Directors, Officers, and Private Company Liability Insurance Policy - new program

Company and Contact

Filing Contact Information

Wesley Pohler, Assistant Vice President	wes@westmontlaw.com
25 Chestnut Street	(856) 216-0220 [Phone]

Haddonfield, NJ 08033

Filing Company Information

National Specialty Insurance Company	CoCode: 22608	State of Domicile: Texas
8200 Anderson Boulevard	Group Code: 93	Company Type: Property & Casualty
Fort Worth, TX 76120	Group Name:	State ID Number:
(800) 877-4567 ext. [Phone]	FEIN Number: 75-2816775	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	$50.00 form filing fee
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
25695	$50.00	10/31/2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/07/2007	12/07/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Edith Roberts	11/20/2007	11/20/2007	Meghan Slenkamp	11/30/2007	11/30/2007
Pending Industry Response	Edith Roberts	11/20/2007	11/20/2007	Meghan Slenkamp	11/27/2007	11/27/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection Letter	Note To Reviewer	Meghan Slenkamp	11/30/2007	11/30/2007

Disposition

Disposition Date: 12/07/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*STNA-125343793*	*State:*	*Arkansas*
Filing Company:	*National Specialty Insurance Company*	*State Tracking Number:*	*#25695 $50*
Company Tracking Number:	*PRIV-07-001-F*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0006 Directors & Officers Liability*
Product Name:	*Private Company D&O*		
Project Name/Number:	*Private Company D&O/PRIV-07-001-F*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form *(revised)*	Application for Insurance	Approved	Yes
Form	Application for Insurance	Approved	Yes
Form	Declarations	Approved	Yes
Form	Policy	Approved	Yes
Form	Captive Insurance Company Exclusion	Approved	Yes
Form	Commission Exclusion	Approved	Yes
Form	Employment Practices Claims - Sub Limit of Liability	Approved	Yes
Form	Family Exclusion	Approved	Yes
Form	Franchise Exclusion	Approved	Yes
Form	General Partner - Partnership Manager - Joint Venture Manager Exclusion	Approved	Yes
Form	Known Wrongful Act Exclusion	Approved	Yes
Form	Major Shareholder Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Approved	Yes
Form	Parent Exclusion	Approved	Yes
Form	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits	Approved	Yes
Form	Full Severability of Conduct Exclusions	Approved	Yes
Form	Policy Period Expanded	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Professional E&O Exclusion (With Securities Claim Carve-Out)	Approved	Yes
Form	Specific Entity Exclusion (Claims Bought Against)	Approved	Yes
Form	Specific Entity Exclusion (Claims Brought	Approved	Yes

	By)		
Form	Specific Individual Exclusion	Approved	Yes
Form	Specific Investigation/Claim/Litigation/Event or Act Exclusion	Approved	Yes
Form *(revised)*	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/20/2007
Submitted Date	11/20/2007
Respond By Date	

Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

Also, I failed to mention in my previous objection letter that where the "Limit of Liability" provision appears in these forms, the reference to the maximum of limit of liability applying also to Extended Reporting Periods must be amend to comply with AR Code Anno. 23-79-306 (6) as the ERP supplemental limit must the greater of the amount remaining of the expiring policy aggregate or reinstated to 50%. Sorry for the oversight.

Thanks!

Please feel free to contact me if you have questions.
Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/30/2007
Submitted Date	11/30/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Please note that we have responded to both Pending Industry responses via the First Pending Industry response Objection Letter created.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Meghan Slenkamp

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/20/2007
Submitted Date	11/20/2007
Respond By Date	

Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

With reference to application Form # PRV 001 (08/07 Ed), the "30 day" reference must be changed to "60" days pursuant to AR Code Anno. 23-79-306.

Also the same "30 day" reference in Form PRV 004, Section VII, A. must be changed to 60 days under notice of claim. Section VIII, B. must be amended as you may not refuse either the basic extended reporting period or the supplemental extended reporting period for non-payment of premium, premium owed or deductibles owed. Also, C. must be amended to state that the limits must be the greater of the expiring policy aggregate or reinstated to 50%.

Thanks!

Please feel free to contact me if you have questions.
Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/27/2007
Submitted Date	11/27/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Ms. Roberts,

In response to your Objection Letter dated 11/20/07, please find attached a revised Arkansas Amendatory Endorsement

and a revised Application form.

If you have any additional questions, please do not hesitate to contact me.

Thank you.

Meghan

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Application for Insurance	PRV.001	(08/07)	Application/Binder/Enrollment	New		0	Ironpro Private Application Final _2_.PRV.001 - Revised.pdf
Previous Version							
Application for Insurance	*PRV.001*	*(08/07)*	*Application/Binder/Enrollment*	*New*		*0*	Ironpro Private Application Final (2).PRV.001.pdf
Arkansas Amendatory Endorsement	PDO AR (10/07)	(10/07)	Endorsement/Amendment/Conditions	New		0	AR PRIV - Revised.pdf
Previous Version							
Arkansas Amendatory	*PDO AR*	*(10/07)*	*Endorsement/Amendment*	*New*		*0*	AR -

Endorsement (10/07) /Conditions Clean Copy.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Meghan Slenkamp

Note To Reviewer

Created By:

Meghan Slenkamp on 11/30/2007 08:28 AM

Subject:

Objection Letter

Comments:

Edith,

Please note that we have responded to both Pending Industry responses via the First Pending Industry response Objection Letter created.

Thank you.

Meghan

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Insurance	PRV.001	(08/07)	Application/ Binder/Enrollment New		0.00	Ironpro Private Application Final _2_.PRV.001 - Revised.pdf
Approved	Declarations	PRV.002	(08/07)	Declaration/Schedule New		0.00	IronPro Private Company Dec (Admitted).PRV.002.pdf
Approved	Policy	PRV.004	(08/07)	Policy/Coverage Form New		0.00	Ironpro Private Company Policy Form Final.PRV.004.pdf
Approved	Captive Insurance Company Exclusion	PRV.EX.001	(08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Captive Insurance Company Exclusion.PRV.EX.001.pdf
Approved	Commission Exclusion	PRV.EX.002	(08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Commissions Exclusion.PVT.EX.002.pdf
Approved	Employment	PRV.EX.0	(08/07)	Endorseme New		0.00	Ironshore -

	Practices Claims - Sub Limit of Liability	03	nt/Amendment/Conditions			Employment Practices Claims - Sub-Limit Of Liability.PRV.EX.003.pdf
Approved	Family Exclusion	PRV.EX.004 (08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Family Exclusion.PRV.EX.004.pdf
Approved	Franchise Exclusion	PRV.EX.005 (08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Franchise Exclusion.PRV.EX.005.pdf
Approved	General Partner - Partnership Manager - Joint Venture Manager Exclusion	PRV.EX.006 (08/07)	Endorsement/Amendment/Conditions New		0.00	GENERAL PARTNER PARTNERSHIP MANAGER JOINT VENTURE MANAGER EXCLUSION.PRV.EX.006.pdf
Approved	Known Wrongful Act Exclusion	PRV.EX.007 (08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Known Wrong Act Exclusion.PRV.EX.007.pdf
Approved	Major Shareholder Exclusion	PRV.EX.008 (08/07)	Endorsement/Amendment/Conditions New		0.00	Ironshore - Major Shareholder Exclusion.PRV.EX.008.p

						df
Approved	Medical Malpractice Exclusion	PRV.EX.0 (08/07) 09	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Medical Malpractice Exclusion.PRV.EX.009.pdf
Approved	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	PRV.EX.0 (08/07) 10	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Nuclear Energy Liab Excl Endorsement.PRV.EX.010.pdf
Approved	Parent Exclusion	PRV.EX.0 (08/07) 11	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Parent Exclusion.PRV.EX.011.pdf
Approved	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits	PRV.EX.0 (08/07) 12	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Pending Prior Litigation Excl for Excess Limits.PRV.EX.012.pdf
Approved	Full Severability of Conduct Exclusions	PRV.EX.0 (08/07) 13	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Full Severability of Conduct Exclusions.PRV.EX.013.pdf
Approved	Policy Period Expanded	PRV.EX.0 (08/07) 14	Endorsement/Amendment/Conditions	New	0.00	POLICY PERIOD EXPANDED.PRV.EX.014

						.pdf
Approved	Prior Acts Exclusion	PRV.EX.0 (08/07) 15	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Prior Acts ExclusionPRV.EX.015.pdf
Approved	Professional E&O Exclusion (With Securities Claim Carve-Out)	PRV.EX.0 (08/07) 16	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Professional EO Exclusion with Securities Carveout.PRV.EX.016.pdf
Approved	Specific Entity Exclusion (Claims Bought Against)	PRV.EX.0 (08/07) 17	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Entity Exclusion.PRV.EX.017.pdf
Approved	Specific Entity Exclusion (Claims Brought By)	PRV.EX.0 (08/07) 18	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Entity Exclusion (Brought By).PRV.EX.018.pdf
Approved	Specific Individual Exclusion	PRV.EX.0 (08/07) 19	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Individual Exclusion.PRV.EX.019.pdf
Approved	Specific Investigation/Claim/Litigation/Event or Act Exclusion	PRV.EX.0 (08/07) 20	Endorsement/Amendment/Conditions	New	0.00	Ironshore - Specific Investigation Exclusion.P

							RV.EX.020.pdf
Approved	Arkansas Amendatory Endorsement	PDO AR (10/07)	(10/07)	Endorsement/Amendment/Conditions	New	0.00	AR PRIV - Revised.pdf

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

APPLICATION FOR DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

NOTICE: THIS APPLICATION IS FOR A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY DISCOVERY PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN ANY EVENT NO LATER THAN THIRTY (60) DAYS AFTER THE TERMINATION OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

Producer's Name	
Address	
Telephone Number	
License Number	

1. a) Name of **Applicant**: _____
(Whenever used in this Application, the term **Applicant** shall mean the Parent Corporation and all Subsidiaries.)

b) Principal Address: _____

City: _____ State: _____ ZIP: _____

c) Years of Operations: _____

d) Nature of Operations: _____

_____

e) Name and Title of the officer of the **Applicant** designated as the Company contact.

_____

_____

2. Current Insurance:

D&O (Directors & Officers Liability)
Carrier(s) _____
Limit _____
Premium _____
Expiration _____

Fiduciary Liability
Carrier(s)
Limit _____
Premium _____
Expiration _____

EPL (Employment Practices Liability)
Carrier(s) _____
Limit

Crime
Carrier(s) _____
Limit

Premium _____ Premium _____

Expiration _____ Expiration _____

3. Have any of the **Applicant's** D&O or EPL carriers indicated an intent not to offer renewal terms? ☐ Yes ☐ No

(If "Yes," please provide details as an attachment to this Application.

4. FINANCIAL INFORMATION

Please provide the following financial information for the Applicant and its Subsidiaries.
Information must be based on the most recent audited financials or interim financials if audited financials are not available.

a. Please provide the following Financial Information for the Applicant and its Subsidiaries

Based on Financial Statements Dated:	_____ (Year/Month)
Total Assets	$
Total Liabilities	$
Total Revenues/Contributions	$
□ Net Income □ Net Loss	$
Cash flow from operations	$

b. Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A
If "Yes," please provide complete details.

5. Stock Ownership:

☐ Yes ☐ No

b) Total number of voting shareholders: _____

c) Please list all directors and officers and their respective percentage of voting shares owned whether directly or beneficially: _____

_____

d) Other than those identified in b) above, are there any shareholders who hold greater than five percent (5%) of the voting shares of the **Applicant** whether directly or beneficially? ☐ Yes ☐ No
(If "Yes," please list all such shareholders and their respective percentage of voting shares owned whether directly or beneficially: _____

_____

_____

6. Please indicate whether the **Applicant** in the past thirty-six (36) months completed or agreed to, or contemplates within the next twelve (12) months, any of the following, whether or not such transactions were or will be completed.

a) Any registration for a public debt or equity offering or any private placement of debt or equity securities? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

b) Reorganization or arrangement with creditors under federal or state law? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

Subsidiaries			
Details	1	2	3
Name			
Operations			
Formed			
Ownership			
Tax Status			

7. Has the **Applicant** in the past twenty-four (24) months had, or in the next twenty-four (24) months anticipate any plant, facility, branch or office closing, consolidations or layoffs? ☐ Yes ☐ No
If "Yes," please provide details by attachment to this Application.

Enter the TOTAL number of employees (by type) in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic		Foreign
	Union	Non-Union	
Full Time			
Part Time			

Total Number of Independent Contractors	

Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS ONLY (collectively):

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

8. a) Percentage of employees with salaries (including bonuses):

Less than $25,000 _____ %

$25,000 - $50,000 _____ %

$50,000 - $100,000 _____ %

Greater than $100,000 _____ %

b) How many employees or officers have been involuntarily terminated in the past two (2) years?

(Yr1) _____ (Yr2) _____

c) What percentage (%) of your employees has turned over in the past two (2) years?

(Yr1) _____ (Yr2) _____

9. Does the **Applicant**

have a full-time human resources coordinator? ☐ Yes ☐ No

have a written policy prohibiting discrimination? ☐ Yes ☐ No

have a written policy prohibiting sexual harassment? ☐ Yes ☐ No

have a written policy for handling complaints of sexual harassment? ☐ Yes ☐ No

require all employees to complete an application for employment? ☐ Yes ☐ No

have a written policy for Family Medical Leave? ☐ Yes ☐ No

have an employee handbook? ☐ Yes ☐ No

have posted policies and procedures? ☐ Yes ☐ No

use outside counsel for employment advice including terminations? ☐ Yes ☐ No

have a formal "At-Will" statement in the employee handbook and employment application? ☐ Yes ☐ No

require independent contractors performing services under the exclusive direction of the **Applicant** be subject to the **Applicant's** human resources policies? ☐ Yes ☐ No

10. Does the **Applicant** have policies or procedures outlining employee conduct when dealing with the general public or persons outside of the **Applicant's** direction or control? ☐ Yes ☐ No
If "Yes," please provide a copy.

11. Does the **Applicant** have policies or procedures for dealing with complaints from the general public, customers, clients, patrons, visitors, or other third parties for issue involving harassment or discrimination? ☐ Yes ☐ No
If "Yes," please provide a copy.

Only complete Question #12 if the Applicant does not have any insurance in place.

12. Past Activities:
   a) Has there been, or is there now pending any claim(s), suit(s), investigation(s) or action(s) against the Applicant, its Subsidiaries, or any individual or other entity proposed for insurance arising out of: (1) any director, officer, employee or entity liability matter, including securities matters and/or employment matters; or (2) any matter claimed against any person proposed for insurance in his or her capacity under the proposed policy?
   (If none, check here: ☐ "None".) (If "Yes" attach complete details.)

   _____
   _____
   _____

   b) Does the Applicant, its Subsidiaries, or any director, officer or employee of the Applicant know of any act, error or omission, which might give rise to a claim(s) under the proposed policy?

   c) Has the Applicant, any of its Subsidiaries or any director and/or officer:
      a. Been involved in any antitrust, copyright or patent litigation? ☐ Yes ☐ No
      b. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state antitrust or fair trade law? ☐ Yes ☐ No
      c. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state securities law or regulation? ☐ Yes ☐ No
      d. Been involved in any representative actions, class actions, or derivative suits? ☐ Yes ☐ No
      e. Been charged in any federal or state proceeding citing a violation of anti-harassment or anti-discrimination law? ☐ Yes ☐ No

   IF ANY OF THE ABOVE IS "YES," ATTACH COMPLETE DETAILS

   _____
   _____
   _____

Without prejudice to any other rights and remedies of the Underwriter, any claim arising from any claims, facts, circumstances or situations required to be disclosed in response to 12.(a) – 12.(c) above is excluded from the proposed insurance.

13. As part of this Application, please submit the following documents with respect to the **Applicant**
   a) Audited financial statements with any notes and schedules.
   b) Any registration statements filed with the SEC or any private placement memorandums within the last twelve (12) months.
   c) Summary and status of any litigation filed within the last five years by or against any person(s) or entity(ies) proposed for this insurance (including any litigation that has been resolved).
   d) Copy of employee handbook (if the **Applicant** has more than two hundred fifty (250) employees).
   e) EEO-1 Report.

NOTICE TO APPLICANT – PLEASE READ CAREFULLY.

FOR THE PURPOSES OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE UNDERWRITER IS AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. ACCEPTING THIS APPLICATION DOES NOT BIND THE UNDERWRITER TO COMPLETE, OR THE **APPLICANT** TO PURCHASE, THE INSURANCE.

THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION IS ON FILE WITH THE UNDERWRITER AND ALONG WITH THE APPLICATION IS CONSIDERED PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME PART OF IT. THE UNDERWRITER WILL HAVE RELIED UPON THIS APPLICATION AND ATTACHMENTS IN ISSUING ANY POLICY. THIS APPLICATION WILL BECOME A PART OF SUCH POLICY IF ISSUED.

IF THE INFORMATION IN THIS APPLICATION OR IN ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE POLICY EFFECTIVE DATE, THE **APPLICANT** WILL NOTIFY THE UNDERWRITER, WHO MAY MODIFY OR WITHDRAW ANY QUOTATION OR AGREEMENT TO BIND INSURANCE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT:

(I) THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO "CLAIMS" FIRST MADE OR DEEMED MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD;

(II) THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND, IN SUCH EVENT, THE UNDERWRITER WILL NOT BE RESPONSIBLE FOR THE CONTINUED "COSTS OF DEFENSE" OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT ANY OF THE FOREGOING EXCEED THE LIMIT OF LIABILITY; AND

(III) "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE RETENTION.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWLINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWLINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWLINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

APPLICANT:		
BY: (President, Chairman, or CEO:)	TITLE:	DATE:

REQUIRED INFORMATION

PRODUCED BY (Insurance Agent or Broker:) Please print and sign name

FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO:
ADDRESS (No., Street, City, State, and Zip:)	
EMAIL ADDRESS:	

SUBMITTED BY (Firm): TAXPAYER ID OR SOCIAL SECURITY NO.	PRODUCER LICENSE NO.:
ADDRESS (No., Street, City, State, and ZIP:)	

□STATE NATIONAL INSURANCE COMPANY
□NATIONAL SPECIALTY INSURANCE COMPANY

Policy #_____
Expiring Policy #_____

A Texas Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY

DECLARATIONS

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.

ITEM 1. **COMPANY** NAME AND PRINCIPAL ADDRESS:	ITEM 2. **POLICY PERIOD:** (a) Inception Date (b) Expiration Date at 12:01 a.m. both dates at the Principal Address in ITEM 1.
ITEM 3. LIMIT OF LIABILITY (inclusive of **Costs of Defense**): 1 $ aggregate limit of liability for all Claims made or deemed made during the Policy Period.	
ITEM 4. RETENTIONS: (a) Claims other than an **Employment Practices Claim** or a **Securities Claim** $ (b) **Employment Practices Claim**: $ (c) **Securities Claim**: $ (d) A Retention shall not apply to a Non Indemnifiable Loss.	
ITEM 5. PREMIUM Total Premium $_____	
ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:	

ITEM 7. PENDING AND PRIOR DATE:
ITEM 8. **INSURER**: ADDRESS: c/o Ironshore Insurance Services, LLC 1 Exchange Plaza (55 Broadway) New York, NY 10006
ITEM 9. BROKER ADDRESS: LICENSE NUMBER:

The Declarations, the signed and completed **Application** and the Policy, with endorsements, will constitute the contract between the **Insured** and the **Insurer** and this Policy is not valid unless signed below by a duly authorized representative of the Insurer.

Date:

By:_____
Authorized Representative

Issuing Office:

Issued Date:

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

THIS IS A CLAIMS MADE AND REPORTED POLICY
WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY
PLEASE READ THE ENTIRE POLICY CAREFULLY

DIRECTORS, OFFICERS AND PRIVATE COMPANY

LIABILITY INSURANCE POLICY

INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application,** and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

Section I. Insuring Agreements

A. The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Insured Person** during the Policy **Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, except for any **Loss** which the **Company** actually pays as indemnification.

B. The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against an **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act** reported to the **Insurer** pursuant to Section VII, but only to the extent the **Company** is required or permitted by law, to the fullest extent possible, to indemnify the **Insured Person**.

C. The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Company** during the **Policy Period** or the Discovery Period for a **Wrongful Act,** and reported to the **Insurer** pursuant to Section VII.

Section II. Definitions

A. "**Application**" shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy. "**Application**" shall also mean any public documents filed by the **Company** within the past 36 months with any federal, state, local or foreign governmental entity.

B. **"Claim"** shall mean a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or the filing of a notice of charges or similar document, including any proceeding initiated against any **Insured** before the U.S. Equal Employment Opportunity Commission ("EEOC"), or any similar governmental body, or other written demand for monetary or non-monetary relief made against any **Insured**. However, in no event shall the term "**Claim**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

C. "**Company**" shall mean the **Corporation** and any **Subsidiary**.

D. "**Corporation**" shall mean the entity named in Item 1 of the Declarations.

E. "**Costs of Defense**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim,** including the costs of an appeal bond, attachment bond or similar bond (but the **Insurer** shall not have any obligation to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured**.

F. "**Directors**" and "**Officers**" shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the **Company**.

G. "**Domestic Partner**" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.

H. "**Employee**" shall mean any past, present or future employee of the **Company**, including any part-time, seasonal or temporary employee, acting solely in his or her capacity as such. Any person leased to the **Company** shall also be an **Employee**, but only if the **Company** indemnifies such leased person in the same manner as is provided to the **Company's** permanent employees. Any person hired by contract to perform work for the **Company**, or who is an independent

contractor for the **Company**, shall also be an **Employee**, but only if the **Company** indemnifies the person in the same manner as is provided to the **Company's** permanent employees.

I. "**Employment Practices Claim**" shall mean any **Claim** brought by or on behalf of any past, present or future **Employee** of the **Company** or an **Outside Entity**, or any applicant for employment with the **Company** or an **Outside Entity** alleging an **Employment Practices Wrongful Act**. **Employment Practices Claim** shall also mean a **Claim** brought by or on behalf of any customer or client of the **Company** alleging discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment.

J. "**Employment Practices Wrongful Act**" shall mean:

(1) adverse or unfair reprimand of an **Employee**;

(2) denial of interview or position;

(3) denial of training to an **Employee**;

(4) derogatory or disparaging remarks to an **Employee**;

(5) discrimination;

(6) employment-related misrepresentations

(7) employment-related libel, slander, defamation, or invasion of privacy;

(8) failure to grant tenure;

(9) failure to provide an adequate workplace, or employment policy or procedure for **Employees**;

(10) imposing mandatory arbitration of an **Employment Practices Claim** by an employer;

(11) improper denial of time off or vacation time to an **Employee**;

(12) improper disciplinary action of an **Employee**;

(13) improper performance review of an **Employee**;

(14) improper transfer, change of position or change of work hours or shift of an **Employee**;

(15) improper treatment of an **Employee** for their actions as a whistleblower;

(16) negligent evaluation of an **Employee**;

(17) negligent release of medical information of an **Employee**;

(18) **Retaliation** against an **Employee**;

(19) sexual or workplace harassment of any kind;

(20) violation of the Equal Pay Act;

(21) wrongful deprivation of career opportunity of an **Employee**, including defamatory statements made in connection with an **Employee** reference;

(22) wrongful dismissal, discharge or termination of employment, whether actual or constructive, of an **Employee**;

(23) wrongful failure to promote, transfer or employ; and

(24) violation of an **Employee's** civil rights relating to any of the above.

K. "**Financial Insolvency**" shall mean the **Company** becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Company**.

L. "**Insured**" shall mean an **Insured Person** and the **Company**.

M. "**Insured Person**" shall mean **Directors**, **Officers** and **Employees**.

N. "**Insurer**" shall mean the company stated in Item 8 of the Declarations.

O. "**Loss**" shall mean compensatory damages (including back pay and front pay), punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements, pre- and post-judgment interest, and **Costs of Defense**. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

Loss shall not include: **(1)** civil or criminal fines or penalties imposed by law; **(2)** taxes; **(3)** any amount for which an **Insured** is not financially liable or which is

without legal recourse to the Insured; **(4)** employment-related benefits of any kind, including, but not limited to, stock options, commissions, profit sharing, termination payments, severance, perquisites, deferred compensation or any other type of compensation other than back pay, front pay or bonus compensation; **(5)** any liability or costs incurred by any **Insured** to modify any buildings or property in order to make a building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy, seminar or monitoring (including, but not limited to, any consulting fees paid to any law firm) relating to or arising out of an **Employment Practices Claim**; **(6)** any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities: or **(7)** matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

P. "**Management Control**" shall mean: **(1)** owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or **(2)** having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an organization, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture or partnership or the management board of a limited liability company.

Q. "**Outside Entity**" shall mean any not- for- profit entity or any for-profit company but only if such for-profit entity is specifically added by written endorsement to this Policy.

R. "**Policy Period**" shall mean the period from the Inception Date of this Policy to the Expiration Date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.

S. "**Pollutants**" shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.

T. "**Pollution**" shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the

atmosphere. **Pollution** also means any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

U. "**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.

V. "**Retaliation**" shall mean 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 any act by an **Insured** which act is alleged to be a violation of any federal, state, 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 worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; **(3)** the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or **(4) Employee** strikes.

W. "**Securities Claim**" shall mean any **Claim** (including a civil lawsuit or criminal proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:

(1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or

(2) brought by a security holder of the **Company**, arising solely with respect to such security holder's interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes an uninsurable loss and, subject to all other terms and conditions of the Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

X. "**Subsidiary**" shall mean:

(1) any for-profit organization of which the **Company** has **Management Control** ("Controlled Entity") on or before the inception of the **Policy**

Period either directly or indirectly through one or more other Controlled Entities;

(2) automatically any for-profit organization whose securities are not publicly traded and whose assets total less than twenty-five percent (25%) of the total consolidated assets of the **Company** as of the inception date of this Policy which the **Company** first had **Management Control** during the **Policy Period**, either directly or indirectly, through one or more other Controlled Entities. The **Corporation** shall provide the **Insurer** with full particulars of the new **Subsidiary** before the end of the **Policy Period**; or

(3) an organization which the **Company** first had **Management Control** during the **Policy Period** (other than a for-profit organization described in paragraph (2) above), either directly or indirectly through one or more other Controlled Entities, but only upon the condition that within 90 days of its becoming a **Subsidiary**, the **Corporation** 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, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Corporation** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

(4) An organization becomes a **Subsidiary** when the **Company** has **Management Control** of such **Subsidiary**, either directly or indirectly, through one or more of its Controlled Entities. An organization ceases to be a **Subsidiary** when the **Company** ceases to have **Management Control** in such **Subsidiary**, either directly, or indirectly through one or more of its Controlled Entities.

(5) In all events, coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary** and/or any **Insured Person** in their capacity as such with the **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time the **Company** obtained **Management Control** of such **Subsidiary**, and prior to the effective time that the **Company** no longer has **Management Control** over such **Subsidiary**.

Y. "**Wrongful Act**" shall mean:

(1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;

(2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;

(3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**; or

(4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by the **Company**.

Section III. Exclusions

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 or attributable to:

(1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(3) any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred.

Provided, however,

(a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

(b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that:

(i) the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**; and

(ii) only the **Wrongful Act** of any past, present or future chairman of the board, president, chief executive officer, or chief financial officer of the **Company** shall be imputed to the **Company**.

B. alleging, arising out of, based upon or attributable to any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;

C. alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding, or EEOC notice of charge of any kind involving the **Company** and/or any **Insured Person** as of the Pending and Prior Date stated in Item 7 of the Declarations, or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation underlying or alleged in such proceeding or notice of charge;

D. for any actual or alleged:

(1) bodily injury, sickness, disease, or death of any person;

(2) damage to or destruction of any tangible property, including the loss of use thereof; or

(3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander, however, this subsection (D)(3) does not apply to an **Employment Practices Claim.**

E. for violation of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, and any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation** or an alleged violation of the Equal Pay Act;

F. for any **Claim** alleging, arising out of, based upon, or attributable to the refusal, failure or inability of any **Insured** to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any **Insured** from any **Employee** or purported **Employee**, including, but not limited to, (i) any

unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any **Claim** seeking Earned Wages because any **Employee** or purported **Employee** was improperly classified or mislabeled as "exempt";

G. alleging, arising out of, based upon or attributable to a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of any entity other than the **Company** or an **Outside Entity**, even if such service is at the direction of the **Company**, unless otherwise specifically added by written endorsement to this Policy;

H. for a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of an **Outside Entity** if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee or governor thereof; provided, however, this exclusion shall not apply to any **Employment Practices Claim**;

I. which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Insured Person**; provided however, this exclusion shall not apply to:

(1) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;

(2) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** that is covered by this Policy;

(3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;

(4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made;

(5) any **Claim** brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction against such **Company** or any **Director** or **Officer** thereof, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or

(6) any **Claim** brought against an **Insured Person** arising out of or based upon any protected activity specified in any "whistleblower" protection pursuant to any state, local or foreign laws.

J. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**, including but not limited to, any **Claim** for financial loss to the **Company**, its security holders or its creditors;

K. for any **Wrongful Act** of a **Subsidiary** or an **Insured Person** of such **Subsidiary** or any entity that merges with the **Company** or an **Insured Person** of such entity that merges with the **Company** occurring:

(1) prior to the date such entity becomes a **Subsidiary** or is merged with the **Company**;

(2) subsequent to the date such entity became a **Subsidiary** or was merged with the **Company** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Company**, would constitute **Related Wrongful Acts**; or

(3) subsequent to the date the **Company** ceased to have, directly or indirectly, **Management Control** of such **Subsidiary**;

L. which is insured in whole or in part by another valid policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise.

M. alleging, arising out of, based upon or attributable to any public offering of securities by the **Company**, an **Outside Entity** or an affiliate or alleging a purchase or sale of such securities subsequent to such public offering; provided, this exclusion will not apply to:

(1) any purchase or sale of securities exempted pursuant to section 3(b) of the Securities Act of 1933. Coverage for such purchase or sale transaction shall not be conditioned upon payment of any additional premium; however, the **Corporation** shall give the **Insurer** written notice of any public offering exempted pursuant to section 3(b), together with full particulars, as soon as practicable, but not later than 30 days after the effective date of the public offering;

(2) any public offering of securities (other than a public offering described in paragraph (1) above), as well as any purchase or sale of such securities subsequent to such public offering, in the event that within 30 days prior

to the effective time of such public offering: (i) the **Corporation** shall give the **Insurer** written notice of such public offering together with full particulars and underwriting information required thereto and (ii) the **Corporation** accepts such terms, conditions and additional premium required by the **Insurer** for such coverage. Such coverage is also subject to the **Corporation** paying when due any such additional premium. In the event the **Corporation** gives written notice with full particulars and underwriting information pursuant to (i) above, then the **Insurer** must offer a quote for coverage under this paragraph;

N. alleging, arising out of, based upon or attributable to any actual or alleged contractual liability or obligation of the **Company** or an **Insured Person** under any contract, agreement, employment contract or employment agreement to pay money, wages or any employee benefits of any kind. This exclusion shall not apply to an **Employment Practice Claim** to the extent liability does not arise under such contract or agreement;

O. alleging, arising out of, based upon or attributable to the purchase by the **Company** of securities of a "publicly traded entity" in a transaction which resulted, or would result, in such entity becoming a **Subsidiary** of the **Company**; provided, however, this exclusion shall not apply in the event that within 30 days prior to it becoming a **Subsidiary**, the **Corporation** gives written notice of the transaction to the **Insurer** together with full particulars and underwriting information required and agrees to any additional premium or amendment of the provisions of this Policy required by the **Insurer** relating to the transaction. Further, coverage as shall be conditioned upon the **Corporation** paying when due any additional premium required by the **Insurer** relating to the transaction. An entity is a "publicly traded entity" if any securities of such entity have previously been subject to a public offering;

P. alleging, arising out of, based upon or attributable to emotional distress, or injury from libel or slander, or defamation or disparagement, or for injury from a violation of a person's right of privacy; provided, this exclusion shall not apply to any **Employment Practices Claim**;

Q. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;

R. with respect to Insuring Agreement C only:

(1) for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights;

(2) for any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;

(3) for the rendering or failure to render any service to a customer or client of the **Insured**; provided, however, that this exclusion shall not apply to any:

a. **Claim** alleging **Employment Practices Violations**;
b. **Securities Claim**; or
c. **Claim** for the rendering or failure to render any professional service to the extent such professional services errors and omissions coverage has been added to this Policy by written endorsement attached hereto; or

(4) seeking fines or penalties or non-monetary relief; provided, however, that this exclusion shall not apply to any **Securities Claim** or **Employment Practices Claim**.

Section IV. Limit of Liability

A. The **Insurer** shall be liable to pay **Loss** in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.

B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.

C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VII of the Policy shall be the amount stated in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

Section V. Retention

A. The Retention shall apply to all covered **Loss**, including **Costs of Defense**.

(1) The Retention specified in Item 4 of the Declarations shall apply as follows:

a. Item 4(a) Retention is applicable to **Loss** as a result of **Claims** other than an **Employment Practices Claim** or a **Securities Claim**.

b. Item 4(b) Retention is applicable to **Loss** resulting from an **Employment Practices Claim**.

c. Item 4(c) Retention is applicable to **Loss** resulting from a **Securities Claim**.

d. A Retention shall not apply to a Non Indemnifiable Loss, including **Costs of Defense**.

B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

C. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims** constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Acts** were reported under this Policy or any other policy providing similar coverage.

D. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the **Company** is unable to indemnify an **Insured Person** solely by reason of its **Financial Insolvency**, the **Insurer** shall, pursuant to the terms and conditions of Section VI.F., advance **Costs of Defense** incurred by an **Insured Person** without first requiring payment of the Retention applicable to **Claims** covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the **Company**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** of an **Insured Person** to the fullest extent permitted by law.

Section VI. Costs of Defense and Settlements

A. The **Insured** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured** shall provide the **Insurer** with all information, documents, reports and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle,

or **Costs of Defense** incurred prior to the consent of the **Insurer**, shall not be covered hereunder.

B. Notwithstanding Section VI.A. above, if all **Insureds** are able to settle all **Claims** that are subject to an applicable Retention for an amount that, together with the **Costs of Defense**, does not exceed the applicable Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.

C. The **Insured**, and not the Insurer, shall have the duty to defend all **Claims**, provided that the **Insured** shall only retain counsel as is mutually agreed upon with the **Insurer**. The **Company** may at its option tender to the **Insurer** the defense of a **Claim**. Such a tender of the defense of a **Claim** shall not be made more than 90 days following notice of the **Claim** pursuant to Section VII. Upon such a tender of the defense of a **Claim**, the **Insurer** shall assume the duty to defend.

D. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.

E. If a **Claim** made against an **Insured** includes both covered and uncovered matters, or is made against an **Insured** and others not insured, the **Insured** and the **Insurer** recognize that there must be an allocation between covered and uncovered **Loss**. The **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered **Loss**, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** as a result of the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the **Insured** and the **Insurer** are not able to come to some agreement regarding the amount of the allocation, then the **Insurer** shall pay only those amounts, excess of the applicable Retention amount, which the **Insurer** deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and the above standards.

F. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that:

(1) the appropriate Retention has been satisfied, provided, however, this condition shall not apply in the event of the **Financial Insolvency** of the **Company**;

(2) any amounts advanced by the Insurer shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;

(3) the **Insured** and the **Insurer** have agreed upon the portion of the **Costs of Defense** attributable to covered **Claims** against the **Insureds**; provided, however, if no agreement, the **Insurer** shall pay, excess of the retention, what it determines fair and reasonable until such is otherwise established; and

(4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Insured** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

Section VII. Notice of Claim

A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

B. If during the **Policy Period** or during the Discovery Period the **Company** or an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Acts**, shall be considered made at the time notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.

C. In addition to furnishing the notice as provided in Section VII, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

D. Notice to the **Insurer** as provided in Section VII shall be given to the **Insurer** identified in, and at the address set forth in, Item 8 of the Declarations.

Section VIII. Discovery Period

A. In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.

B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid and a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.

C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

Section IX. General Conditions

A. Cancellation or Non-Renewal

(1) This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation by the **Corporation**, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D. wherein the entire premium for this Policy shall be deemed earned.

(2) This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Corporation** with no less than sixty (60) days advance notice thereof.

B. Application

It is agreed by the **Company** and the **Directors** and **Officers** that the particulars and statements contained in the **Application** and any information provided therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further

agreed by the **Company** and the **Directors** and **Officers** that the statements in the **Application** or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the **Application**, shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

C. Action Against the Insurer

(1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.

(2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against an **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

D. Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

(1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and

(2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

E. Outside Entity Provision

In the event a **Claim** is made against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, officers, trustees or governors.

F. Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

(3) Estates and Legal Representatives

a. The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

b. In the event a bankruptcy proceeding shall be instituted by or against the **Company**, the resulting debtor-in-possession (or equivalent status outside the United States of America) shall be deemed to be the **Company**, but only with respect to coverage provided under Insuring Agreements I. B. and C.

G. Priority of Payments

(1) In the event of **Financial Insolvency**, or the refusal of the **Corporation** to indemnify or advance the indemnification of an **Insured Person** and there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall:

a. first pay such **Loss** for which coverage is provided under Section I.(A) of this Policy; then

b. with respect to whatever remaining amount of the Limit of Liability is available after payment of Section G(1)(a) above, pay such **Loss** for which coverage is provided under any other Insuring Agreements of this Policy.

(2) Subject to the provisions of paragraph (1) above, the **Insurer** shall, at the written request of the **Corporation**, delay payment of **Loss** for which coverage is provided under any Insuring Agreement other than Section I.(A) until such time as the **Corporation** designates; provided the liability of the **Insurer** with respect to such delayed payment shall not be

increased, and shall not include any interest as a result of such delay. The **Corporation** shall provide written notice to the **Insurer** when such delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Insurer** shall have no further obligation under this Policy with respect to such funds.

H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Company** and **Insured Persons** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Company**.

I. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a non-binding mediation in which the **Insurer** and the **Insured** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or an arbitration, shall be split equally by the parties.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

L. Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

M. Corporation Represents Insured

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

N. Representative of the Insurer

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section VII of the Policy.

O. Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer** at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

P. Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

Q. Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

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 payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the ownership, management, operation or control by the **Company** of any captive insurance company or entity, including but not limited to any **Claim** alleging the insolvency or bankruptcy of the **Company** was a result of such ownership, management, operation or control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

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** made against any **Insured** alleging, arising out of, based upon, or attributable to any:

(i) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time domestic or foreign government or any armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated; or

(ii) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or "affiliate" (as that term is defined in The Securities Exchange Act of 1934, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such affiliate) of any customer of the **Company** or any member of their family or any entity with which they are affiliated; or

(iii) Political contribution, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

EMPLOYMENT PRACTICES CLAIM – SUB-LIMIT OF LIABILITY

In consideration of the premium charged, it is hereby understood and agreed that with respect to all Loss arising from all Employment Practices Claims, the limit of liability of the Insurer for all such Loss shall be , (hereinafter called the "sub-limit of liability"). This sub-limit of liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Declarations entitled LIMIT OF LIABILITY and in no way shall serve to increase the Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
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Policy Number: Effective Date of Endorsement:

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FAMILY 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** made against any **Insured**, which is brought by:

(1) ; or

(2) any other member of the family, if such member owns or controls, whether directly, indirectly or beneficially, any securities issued by the **Company**; or

(3) which are brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder or member **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any family member described in subparagraph (1) and (2) above.

For purposes of this endorsement, the "family" of an individual shall mean his/her spouse, parents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, as well as any other ancestor or lineal descendant..

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

FRANCHISE 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) (including but not limited to any derivative actions and or shareholder actions) made against any **Insured** (s) alleging, arising out of, based upon or attributable to the selling purchase or sale of a franchise and/or any franchising operations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

GENERAL PARTNER - PARTNERSHIP MANAGER - JOINT VENTURE MANAGER 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 derived from any Insured(s) acting as a general partner of any limited partnership(s), and/or a partnership manager of any general partnership(s), and/or joint venture manager of any joint venture(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
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ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

KNOWN WRONGFUL ACT 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** made against any **Insured** alleging, arising out of, based upon or attributable to, any **Wrongful Act**

occurring prior to if any **Insured** knew or could have reasonably foreseen that such

Wrongful Act could lead to a **Claim** under this Policy. **Loss** arising out of the same or **Related Wrongful Act**s shall be deemed to arise from the first such **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

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A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
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MAJOR SHAREHOLDER 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** made against any **Insured** which is brought by any individual or entity (that owns or controls (whether

beneficially, directly or indirectly) % or more of the outstanding voting stock of the

Company (hereinafter "Major Shareholder"); or by any security holder of the **Company** whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of any Major Shareholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

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A Texas Stock Insurer
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ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

MEDICAL MALPRACTICE 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** made against any **Insured** alleging, arising out of, based upon or attributable to medical or professional malpractice, including, but not limited to, the rendering of or failing to render medical service or treatment.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
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ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

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, any **Insured**, 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 any **Insured**; or

(3) the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or

(4) claims for damages to the **Company** or its shareholders alleging, arising out of, based upon, or attributed to, or in any way involving, 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;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in 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 byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____

Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

PARENT 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** made by or on behalf of the following parent organization ("Parent") or any director, officer or employee thereof; or any **Claim** which is brought by any security holder of the **Company**, whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, the Parent or any director, officer or employee thereof.

PARENT ORGANIZATION

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS

In consideration of the premium charged, it is hereby understood and agreed that with respect to $ excess of $ of the Limit of Liability stated in the Declarations, 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 or attributable to, any civil, criminal, administrative or investigative proceeding, or EEOC charge of any kind pending or prior to , or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation, underlying or alleged in such pending or prior proceeding or notice of charge.

(b) alleging any **Wrongful Act** occurring prior to if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under the limit of liability $ excess of $.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

FULL SEVERABILITY OF CONDUCT EXCLUSIONS

A. alleging, arising out of, based upon or attributable to:

(1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(3) any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred.

Provided, however,

(a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

(b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

EXPANDED POLICY PERIOD

In consideration of the additional premium of $ (pro rata amount of the annual premium), it is hereby understood and agreed that the Item on the Declarations page entitled POLICY PERIOD is deleted in its entirety and replaced with the following:

POLICY PERIOD: FROM: TO:
(12:01 A.M. standard time at the address stated in Item 1.)

It is further understood and agreed that the Limit of Liability for the expanded Policy Period shall be part of and not in addition to the Limit of Liability stated in the Declarations page.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

PRIOR ACTS 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** for any Wrongful Act which occurred prior to . Loss arising out of the same **Wrongful Act** or Related Wrongful Acts shall be deemed to arise from the first such **Wrongful Act.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

PROFESSIONAL ERRORS & OMISSIONS EXCLUSION (WITH SECURITIES CLAIM CARVE-OUT)

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** alleging, arising out of, based upon or attributable to the performance of or failure to perform professional services for others for a fee, or any act, error or omission relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Securities Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

SPECIFIC ENTITY EXCLUSION
(CLAIMS BROUGHT AGAINST))

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 entity listed below and/or any director, officer, partner, management committee member or member of the Board of Managers or employee of any entity listed below:

1. (including any subsidiary or affiliate thereof)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

SPECIFIC ENTITY EXCLUSION
(CLAIMS BROUGHT BY)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make payment for **Loss** in connection with any **Claim** brought by or on behalf of the following:

1. (including any subsidiary or affiliate thereof)

2. (including any subsidiary or affiliate thereof)

3. (including any subsidiary or affiliate thereof)

4. (including any subsidiary or affiliate thereof)

5. (including any subsidiary or affiliate thereof)

and/or any director, officer, partner, management committee member or member of the Board of Managers or employee thereof; or by any security holder of the entity whether directly or derivatively.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

SPECIFIC INDIVIDUAL 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** brought by or on behalf of any individual listed below, and/or any entity of which such individual is a director, officer, management committee member or trustee (or equivalent position), or any entity in which such individual owns, or controls, 5% or more of an equity or debt ownership interest (individually or collectively) either directly or indirectly and/or any past, present or future director or officer (or equivalent position) of such entity.

INDIVIDUAL

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

ENDORSEMENT #:

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions B or C of the Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, notice, event, investigation or action referred to below (hereinafter "Event"); the prosecution, adjudication, settlement, disposition, resolution or defense of any Event; any **Claim** arising from an Event; or any **Claim** alleging the same Wrongful Act or Related Wrongful Acts, or any fact, circumstance or situation in any way relating to any Event.

EVENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

_____ _____
Authorized Representative Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers and Private Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A.** Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

   (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

   Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

2. **Section VII. Notice of Claim** is hereby amended by the addition of the following:

   E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer.**

3. Paragraph **A**. of **Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:

   A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the I**nsurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts,** shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

4. Paragraph **B**. of **Section VIII . Discovery Period** is hereby deleted in its entirety and replaced by the following:

   B As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.

5. Paragraph **C**. of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

C. For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the

greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.

6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Approved 12/07/2007

Comments:

The attached Transmittal Forms satisfy Arkansas filing requirements.

Attachment:

NAIC 01-06_2.pdf

Satisfied -Name: Letter of Authorization

Review Status: Approved 12/07/2007

Comments:

The attached Letter of Authorization allows Westmont Associates, Inc., to file on behalf of the Company.

Attachment:

FAL IRO AR GL PRIV F 10-24-2007.pdf

Satisfied -Name: Forms Listing

Review Status: Approved 12/07/2007

Comments:

The attached Forms Listing displays the Form Names and corresponding Form Numbers of the forms being filed for approval.

Attachment:

Form Listing.pdf

Satisfied -Name: Cover Letter

Review Status: Approved 12/07/2007

Comments:

The attached Cover Letter explains the purpose of this filing.

Attachment:

AR Forms Cover.pdf

Effective January 1, 2006

Property & Casualty Transmittal Document (Revised 1/1/06)

AR

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use Only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
	h. Subject Codes	

3.	Group Name	Group NAIC #
	State National Companies	0093

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	National Specialty Insurance Company	TX	22608	75-2816775

5.	Company Tracking Number	PRIV-07-001

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Wesley Pohler, AVP	AVP	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com
	25 Chestnut Street, Suite 105, Haddonfield, NJ 08003				

7.	Signature of authorized filer	***Wesley Pohler***
8.	Please print name of authorized filer	Wesley Pohler

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0019 - Professional Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/a
12.	Company Program Title (marketing title)	Private Company D&O
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other: _____
14.	Effective Date(s) Requested	New: Upon earliest approval Renewal: Upon earliest approval
15.	Reference Filing?	☐ Yes ☐ (No)
16.	Reference Organization (if applicable)	None
17.	Reference Organization # & Title	None
18.	Company's Date of Filing	11/1/07
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☒ Authorized ☐ Disapproved

Q2006 National Association of Insurance Commissioners

Property & Casualty Transmittal Document ---

20.	**This filing transmittal is part of Company Tracking #**	PRIV-07-001

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Submission of new Private Company D&O product.

22.	**Filing Fees** (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 25695
Amount: $50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

0 2606 National Association of Insurance Commissioners

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	PRIV-07-001
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	n/a

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Application for Insurance	PRV.001	☒ New ☐ Replacement ☐ Withdrawn		
02	Directors, Officers & Private Company Limited Insurance Policy Including Employment Practices Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)	PRV.002	☒ New ☐ Replacement ☐ Withdrawn		
03	Directors, Officers, & Private Company Limited Insurance Policy Including Employment Practices Claims Coverage	PRV.004	☒ New ☐ Replacement ☐ Withdrawn		
04	Captive Insurance Company Exclusion	PRV.EX.001	☒ New ☐ Replacement ☐ Withdrawn		
05	Commission Exclusion	PRV.EX.002	☒ New ☐ Replacement ☐ Withdrawn		
06	Employment Practices Claim - Sub-limit of Liability	PRV.EX.003	☒ New ☐ Replacement ☐ Withdrawn		
07	Family Exclusion	PRV.EX.004	☒ New ☐ Replacement ☐ Withdrawn		
08	Franchise Exclusion	PRV.EX.005	☒ New ☐ Replacement ☐ Withdrawn		
09	General Partner - Partnership Manager - Joint Venture Manager Exclusion	PRV.EX.006	☒ New ☐ Replacement ☐ Withdrawn		
10	Known Wrongful Act Exclusion	PRV.EX.007	☒ New ☐ Replacement ☐ Withdrawn		

@ 2006 National Association of Insurance Commissioners

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	PRIV-07-001
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	n/a

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Major Shareholder Exclusion	PRV.EX.008	☒ New ☐ Replacement ☐ Withdrawn		
12	Medical Malpractice Exclusion	PRV.EX.009	☒ New ☐ Replacement ☐ Withdrawn		
13	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	PRV.EX.010	☒ New ☐ Replacement ☐ Withdrawn		
14	Parent Exclusion	PRV.EX.011	☒ New ☐ Replacement ☐ Withdrawn		
15	Pending And Prior Litigation And Known Wrongful Acts Exclusion For Excess Limits	PRV.EX.012	☒ New ☐ Replacement ☐ Withdrawn		
16	Full Severability of Conduct Exclusions	PRV.EX.013	☒ New ☐ Replacement ☐ Withdrawn		
17	Policy Period Expanded	PRV.EX.014	☒ New ☐ Replacement ☐ Withdrawn		
18	Prior Acts Exclusion	PRV.EX.015	☒ New ☐ Replacement ☐ Withdrawn		
19	Professional Errors & Omissions Exclusion (With Securities Claim Carve-Out)	PRV.EX.016	☒ New ☐ Replacement ☐ Withdrawn		
20	Specific Entity Exclusion (Claims Brought Against)	PRV.EX.017	☒ New ☐ Replacement ☐ Withdrawn		

@ 2006 National Association of Insurance Commissioners

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	PRIV-07-001
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	n/a

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Specific Entity Exclusion (Claims Brought By)	PRV.EX.018	☒ New ☐ Replacement ☐ Withdrawn		
22	Specific Individual Exclusion	PRV.EX.019	☒ New ☐ Replacement ☐ Withdrawn		
23	Specific Investigation/Claim/Litigation/Event or Act Exclusion	PRV.EX.020	☒ New ☐ Replacement ☐ Withdrawn		
24	Outside Entity Endorsement	PRV.EX.021	☒ New ☐ Replacement ☐ Withdrawn		
25	Professional Services Endorsement	PRV.EX.022	☒ New ☐ Replacement ☐ Withdrawn		
26	Arkansas Amendatory Endorsement	PDO AR (10/07)	☒ New ☐ Replacement ☐ Withdrawn		
27			☐ New ☐ Replacement ☐ Withdrawn		
28			☐ New ☐ Replacement ☐ Withdrawn		
29			☐ New ☐ Replacement ☐ Withdrawn		
30			☐ New ☐ Replacement ☐ Withdrawn		

@ 2006 National Association of Insurance Commissioners

STATE NATIONAL COMPANIES

October 24, 2007

Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Letter of Filing Authorization
National Specialty Insurance Company
General Liability – Private Company D&O Program
Initial Form Filing

Dear Ladies/Gentlemen:

This letter will certify that Westmont Associates, Inc. has been given full authorization to submit the captioned filing on behalf of National Specialty Insurance Company. This authorization extends to all correspondence related to the referenced filing only. It does not apply to any subsequent filings made after the approval of the referenced filing.

Please direct all correspondence in relation to this filing directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning this filing, please contact Mr. Pohler at (856) 216-0220, Fax (856) 216-0303 or by email at Wes@westmontlaw.com.

Thank you for your assistance in this matter.

Sincerely,

David M. Cleff
Senior Vice President and General Counsel

Cc: File (Ironshore)

Post Office Box 24622
Fort Worth, Texas 76124
(817) 265-2000 (800) 877-4567

NATIONAL SPECIALTY INSURANCE COMPANY

DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

FORMS LISTING

Form Number	Form Title
PRV.001	Application for Insurance
PRV.002	Directors, Officers & Private Company Limited Insurance Policy Including Employment Practices Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)
PRV.004	Directors, Officers & Private Company Limited Insurance Policy Including Employment Practices Claims Coverage
PRV.EX.001	Captive Insurance Company Exclusion
PRV.EX.002	Commission Exclusion
PRV.EX.003	Employment Practices Claims – Sub-Limit Of Liability
PRV.EX.004	Family Exclusion
PRV.EX.005	Franchise Exclusion
PRV.EX.006	General Partner - Partnership Manager -Joint Venture Manager Exclusion
PRV.EX.007	Known Wrongful Act Exclusion
PRV.EX.008	Major Shareholder Exclusion
PRV.EX.009	Medical Malpractice Exclusion
PRV.EX.010	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
PRV.EX.011	Parent Exclusion
PRV.EX.012	Pending And Prior Litigation And Known Wrongful Acts Exclusion For Excess Limits
PRV.EX.013	Full Severability of Conduct Exclusions
PRV.EX.014	Policy Period Expanded
PRV.EX.015	Prior Acts Exclusion
PRV.EX.016	Professional Errors & Omissions Exclusion (With Securities Claim Carve-Out)
PRV.EX.017	Specific Entity Exclusion (Claims Brought Against)
PRV.EX.018	Specific Entity Exclusion (Claims Brought By)
PRV.EX.019	Specific Individual Exclusion
PRV.EX.020	Specific Investigation/Claim/Litigation/Event Or Act Exclusion

WESTMONT ASSOCIATES, INC.

October 31, 2007

The Honorable Julie Benafield-Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

RE: **National Specialty Insurance Company**
NAIC #: 22608 FEIN #: 75-2816775
Directors, Officers and Private Company Liability Insurance Policy
(Includes Employment Practices Claims Coverage)
New Program Submission
Company Filing #: PRIV-07-001-F
Effective Date: Upon Earliest Possible Approval

Dear Commissioner Benafield-Bowman:

Enclosed please find attached the Company's Directors, Officers, and Private Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Private Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

Please be advised the rates and rules to be used with the enclosed forms are considered exempt from filing requirements.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

Wesley Pohler

Wesley Pohler
Assistant Vice President
wes@westmontlaw.com

Enclosures

cc: P. McKeegan

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Application for Insurance	10/31/2007	Ironpro Private Application Final (2).PRV.001.pdf
No original date	Form	Arkansas Amendatory Endorsement	10/31/2007	AR - Clean Copy.pdf

NATIONAL SPECIALTY INSURANCE COMPANY
A Texas Stock Insurer
8200 Anderson Boulevard
Forth Worth, TX 76120
(877) 476-6411

APPLICATION FOR DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE

NOTICE: THIS APPLICATION IS FOR A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY DISCOVERY PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER THE TERMINATION OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

Producer's Name	
Address	
Telephone Number	
License Number	

1. a) Name of **Applicant**: _____
(Whenever used in this Application, the term **Applicant** shall mean the Parent Corporation and all Subsidiaries.)

b) Principal Address: _____

City: _____ State: _____ ZIP: _____

c) Years of Operations: _____

d) Nature of Operations: _____

_____

e) Name and Title of the officer of the **Applicant** designated as the Company contact.

_____

_____

2. Current Insurance:

D&O (Directors & Officers Liability)
Carrier(s) _____
Limit _____
Premium _____
Expiration _____

Fiduciary Liability
Carrier(s)
Limit _____
Premium _____
Expiration _____

EPL (Employment Practices Liability)
Carrier(s) _____
Limit

Crime
Carrier(s) _____
Limit

Premium _____ Premium _____

Expiration _____ Expiration _____

3. Have any of the **Applicant's** D&O or EPL carriers indicated an intent not to offer renewal terms? ☐ Yes ☐ No

(If "Yes," please provide details as an attachment to this Application.

4. FINANCIAL INFORMATION

Please provide the following financial information for the Applicant and its Subsidiaries.
Information must be based on the most recent audited financials or interim financials if audited financials are not available.

a. Please provide the following Financial Information for the Applicant and its Subsidiaries

Based on Financial Statements Dated:	_____ (Year/Month)
Total Assets	$
Total Liabilities	$
Total Revenues/Contributions	$
□ Net Income □ Net Loss	$
Cash flow from operations	$

b. Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A
If "Yes," please provide complete details.

5. Stock Ownership:

☐ Yes ☐ No

b) Total number of voting shareholders: _____

c) Please list all directors and officers and their respective percentage of voting shares owned whether directly or beneficially: _____

_____

d) Other than those identified in b) above, are there any shareholders who hold greater than five percent (5%) of the voting shares of the **Applicant** whether directly or beneficially? ☐ Yes ☐ No
(If "Yes," please list all such shareholders and their respective percentage of voting shares owned whether directly or beneficially: _____

_____

_____

6. Please indicate whether the **Applicant** in the past thirty-six (36) months completed or agreed to, or contemplates within the next twelve (12) months, any of the following, whether or not such transactions were or will be completed.

a) Any registration for a public debt or equity offering or any private placement of debt or equity securities? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

b) Reorganization or arrangement with creditors under federal or state law? ☐ Yes ☐ No
If "Yes," please describe the essential terms of each such transaction as an attachment to this Application.

Subsidiaries			
Details	1	2	3
Name			
Operations			
Formed			
Ownership			
Tax Status			

7. Has the **Applicant** in the past twenty-four (24) months had, or in the next twenty-four (24) months anticipate any plant, facility, branch or office closing, consolidations or layoffs? ☐ Yes ☐ No
If "Yes," please provide details by attachment to this Application.

Enter the TOTAL number of employees (by type) in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic		Foreign
	Union	Non-Union	
Full Time			
Part Time			

Total Number of Independent Contractors	

Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS ONLY (collectively):

	Domestic	
	Union	Non-Union
Full Time		
Part Time		

Total Number of Independent Contractors	

8. a) Percentage of employees with salaries (including bonuses):

Less than $25,000 _____ %

$25,000 - $50,000 _____ %

$50,000 - $100,000 _____ %

Greater than $100,000 _____ %

b) How many employees or officers have been involuntarily terminated in the past two (2) years?

(Yr1) _____ (Yr2) _____

c) What percentage (%) of your employees has turned over in the past two (2) years?

(Yr1) _____ (Yr2) _____

9. Does the **Applicant**

have a full-time human resources coordinator? ☐ Yes ☐ No

have a written policy prohibiting discrimination? ☐ Yes ☐ No

have a written policy prohibiting sexual harassment? ☐ Yes ☐ No

have a written policy for handling complaints of sexual harassment? ☐ Yes ☐ No

require all employees to complete an application for employment? ☐ Yes ☐ No

have a written policy for Family Medical Leave? ☐ Yes ☐ No

have an employee handbook? ☐ Yes ☐ No

have posted policies and procedures? ☐ Yes ☐ No

use outside counsel for employment advice including terminations? ☐ Yes ☐ No

have a formal “At-Will” statement in the employee handbook and employment application? ☐ Yes ☐ No

require independent contractors performing services under the exclusive direction of the **Applicant** be subject to the **Applicant’s** human resources policies? ☐ Yes ☐ No

10. Does the **Applicant** have policies or procedures outlining employee conduct when dealing with the general public or persons outside of the **Applicant's** direction or control? ☐ Yes ☐ No
If "Yes," please provide a copy.

11. Does the **Applicant** have policies or procedures for dealing with complaints from the general public, customers, clients, patrons, visitors, or other third parties for issue involving harassment or discrimination? ☐ Yes ☐ No
If "Yes," please provide a copy.

Only complete Question #12 if the Applicant does not have any insurance in place.

12. Past Activities:
   a) Has there been, or is there now pending any claim(s), suit(s), investigation(s) or action(s) against the Applicant, its Subsidiaries, or any individual or other entity proposed for insurance arising out of: (1) any director, officer, employee or entity liability matter, including securities matters and/or employment matters; or (2) any matter claimed against any person proposed for insurance in his or her capacity under the proposed policy?
   (If none, check here: ☐ "None".) (If "Yes" attach complete details.)

   _____
   _____
   _____

   b) Does the Applicant, its Subsidiaries, or any director, officer or employee of the Applicant know of any act, error or omission, which might give rise to a claim(s) under the proposed policy?

   c) Has the Applicant, any of its Subsidiaries or any director and/or officer:
      a. Been involved in any antitrust, copyright or patent litigation? ☐ Yes ☐ No
      b. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state antitrust or fair trade law? ☐ Yes ☐ No
      c. Been charged in any civil or criminal action or administrative proceeding with a violation of any federal or state securities law or regulation? ☐ Yes ☐ No
      d. Been involved in any representative actions, class actions, or derivative suits? ☐ Yes ☐ No
      e. Been charged in any federal or state proceeding citing a violation of anti-harassment or anti-discrimination law? ☐ Yes ☐ No

   IF ANY OF THE ABOVE IS "YES," ATTACH COMPLETE DETAILS

   _____
   _____
   _____

Without prejudice to any other rights and remedies of the Underwriter, any claim arising from any claims, facts, circumstances or situations required to be disclosed in response to 12.(a) – 12.(c) above is excluded from the proposed insurance.

13. As part of this Application, please submit the following documents with respect to the **Applicant**
   a) Audited financial statements with any notes and schedules.
   b) Any registration statements filed with the SEC or any private placement memorandums within the last twelve (12) months.
   c) Summary and status of any litigation filed within the last five years by or against any person(s) or entity(ies) proposed for this insurance (including any litigation that has been resolved).
   d) Copy of employee handbook (if the **Applicant** has more than two hundred fifty (250) employees).
   e) EEO-1 Report.

NOTICE TO APPLICANT – PLEASE READ CAREFULLY.

FOR THE PURPOSES OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE UNDERWRITER IS AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. ACCEPTING THIS APPLICATION DOES NOT BIND THE UNDERWRITER TO COMPLETE, OR THE **APPLICANT** TO PURCHASE, THE INSURANCE.

THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION IS ON FILE WITH THE UNDERWRITER AND ALONG WITH THE APPLICATION IS CONSIDERED PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME PART OF IT. THE UNDERWRITER WILL HAVE RELIED UPON THIS APPLICATION AND ATTACHMENTS IN ISSUING ANY POLICY. THIS APPLICATION WILL BECOME A PART OF SUCH POLICY IF ISSUED.

IF THE INFORMATION IN THIS APPLICATION OR IN ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE POLICY EFFECTIVE DATE, THE **APPLICANT** WILL NOTIFY THE UNDERWRITER, WHO MAY MODIFY OR WITHDRAW ANY QUOTATION OR AGREEMENT TO BIND INSURANCE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT:

(I) THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO "CLAIMS" FIRST MADE OR DEEMED MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD;

(II) THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "COSTS OF DEFENSE," AND, IN SUCH EVENT, THE UNDERWRITER WILL NOT BE RESPONSIBLE FOR THE CONTINUED "COSTS OF DEFENSE" OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT ANY OF THE FOREGOING EXCEED THE LIMIT OF LIABILITY; AND

(III) "COSTS OF DEFENSE" WILL BE APPLIED AGAINST THE RETENTION.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWLINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWLINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWLINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

APPLICANT:		
BY: (President, Chairman, or CEO:)	TITLE:	DATE:

REQUIRED INFORMATION

PRODUCED BY (Insurance Agent or Broker:) Please print and sign name

FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO:
ADDRESS (No., Street, City, State, and Zip:)	
EMAIL ADDRESS:	

SUBMITTED BY (Firm): TAXPAYER ID OR SOCIAL SECURITY NO.	PRODUCER LICENSE NO.:
ADDRESS (No., Street, City, State, and ZIP:)	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers and Private Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A.** Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

   (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Named Organization** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

   Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Named Organization's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Named Organization** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

2. **Section VII. Notice of Claim** is hereby amended by the addition of the following:

   E. Notice given by or on behalf of the **Named Organization** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer.**

3. **Section IX. General Conditions** is hereby amended by the addition of the following:

   The Arkansas Insurance Department can be contacted at the following address and telephone number:

   Arkansas Insurance Department
   Consumer Services Division
   1200 W. 3rd Street
   Little Rock, AR 72201-1904
   Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Amendatory Endorsement	03/04/2008	AR.pdf

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers and Private Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A.** Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

   (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

   Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

2. **Section VII. Notice of Claim** is hereby amended by the addition of the following:

   E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer.**

3. Paragraph **A**. of **Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:

   A**.** The **Insured** shall, as a condition precedent to their rights under this Policy, give the I**nsurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts,** shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

4. Paragraph **B**. of **Section VIII . Discovery Period** is hereby deleted in its entirety and replaced by the following:

   B. As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.

5. Paragraph **C**. of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

C. For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.

6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.