



A Member Company
of American International
Group, Inc.

**AMERICAN INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY¹**
(a Capital Stock Company, herein called the “**Insurer**”)
70 Pine Street, New York, NY 10270

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

INVESTMENT BANKING ENGAGEMENT ERRORS AND OMISSIONS INSURANCE POLICY

NOTICE: COVERAGE IS CLAIMS MADE. THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THIS POLICY CAREFULLY AND REVIEW ITS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: AMOUNTS INCURRED FOR DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS, AND SHALL BE APPLIED AGAINST THE RETENTION.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. THE INSURER MUST ADVANCE DEFENSE COSTS, EXCESS OF THE RETENTION, PURSUANT TO THE TERMS HEREIN PRIOR TO THE FINAL DISPOSITION OF A CLAIM.

NOTICE: TERMS APPEARING IN BOLD FACE TYPE HAVE SPECIAL MEANING. SEE CLAUSE 2 OF THE POLICY.

Policy Number:

DECLARATIONS

ITEMS	
1	NAMED ENTITY: (herein “ Named Entity ”)
1(a)	MAILING ADDRESS:
1(b)	STATE OF INCORPORATION/FORMATION:
2	POLICY PERIOD: From (“ Inception Date ”): To (“ Expiration Date ”): 12:01 A.M. standard time at the address stated in Item 1(a)
3	POLICY AGGREGATE LIMIT OF LIABILITY \$ (herein “ Limit of Liability ”) For all Loss , in the aggregate, under this policy including Defense Costs .
4	RETENTION: \$ (herein “ Retention ”)

¹ Replace with Lexington Insurance Company if Named Entity is a New Jersey or Alaska resident.

5

PREMIUM:

\$

(herein "**Premium**")

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

SPECIMEN



INVESTMENT BANKING ENGAGEMENT ERRORS AND OMISSIONS INSURANCE POLICY

In consideration of the payment of the **Premium**, and in reliance upon the **Application** and the statements contained therein, which form a part of this investment banking engagement errors and omissions insurance policy (including the **Declarations**, exhibits and/or attachments attached hereto, collectively, this "**Policy**"), the **Insurer** and, by accepting this **Policy**, the **Insureds** agree as follows:

1. INSURING AGREEMENT

Subject to the terms and conditions contained herein, the **Insurer** shall pay the **Loss** of the **Insured** arising from a **Claim** first made during the **Policy Period** and reported in writing to the **Insurer** pursuant to the terms of this **Policy**.

2. DEFINITIONS

- (a) "**Application**" means the signed application, any attachments to such application, other materials submitted therewith or incorporated therein and any other documents or information submitted in connection with the underwriting of this **Policy** and any public documents filed by an **Organization** with the U.S. Securities and Exchange Commission ("**SEC**") (or any similar federal, state, local or foreign regulatory agency), including, but not limited to, the **Organization's** annual reports, 10-Ks, 10-Qs, 8-Ks and proxy statements and any certifications relating to the accuracy of the foregoing.
- (b) "**Claim**" means:
- (1) a written demand for monetary, non-monetary or injunctive relief;
 - (2) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by: (i) service of a complaint or similar pleading; (ii) return of an indictment, information or similar document (in the case of a criminal proceeding); or (iii) receipt or filing of a notice of charges; or
 - (3) a civil, criminal, administrative or regulatory investigation of any **Insured Person**:
 - (i) once such **Insured Person** is identified in writing by an investigating authority as a person against whom a proceeding described in clause (2) above may be commenced; or
 - (ii) in the case of an investigation by the **SEC** or a similar state or foreign government authority, after the service of a subpoena upon such **Insured Person**;in each case arising out of, relating to, or resulting from, a **Wrongful Act** and made against any **Insured**.
- (c) "**Defense Costs**" means reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and/or appeal of a **Claim**, but excluding any compensation of any **Insured Person** or consultants (other than consultants hired specifically in connection with the defense of the **Claim**). **Defense Costs** shall not include any fees, costs or expenses incurred prior to the time that a **Claim** is made against an **Insured**.
- (d) "**Employee**" means any past, present or future employee of the **Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. An individual who is leased to the **Organization** shall also be an **Employee**, but only if the **Organization** provides indemnification to such leased individual in the same manner as is provided to the **Employees**. Any other individual who is contracted to perform work for the **Organization**, or who is an independent contractor for the **Organization** shall also be an **Employee**, but only if the **Organization** provides indemnification to such individual in the same manner as that provided to the **Employees**, and the name of such individual is set forth on Exhibit B attached hereto and the **Organization** pays any

additional premium required by the **Insurer** relating to such individual.

- (e) “**Engagement**” means the engagement of the **Insured** to provide **Professional Services** pursuant to the terms of the **Engagement Letter**.
- (f) “**Engagement Letter**” means the fully executed agreement or letter describing **Professional Services** to be rendered by the **Insured**, a copy of which is attached hereto as Exhibit A.
- (g) “**Expiration Date**” shall have the meaning set forth in Item 2 of the **Declarations**.
- (h) “**Financial Insolvency**” means: (i) the appointment by any state or federal official, agency or court of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an **Organization**; or (ii) the **Organization** becoming a debtor-in-possession pursuant to the United States bankruptcy law, and as to both (i) or (ii), the equivalent status outside the United States.
- (i) “**Inception Date**” shall have the meaning set forth in Item 2 of the **Declarations**.
- (j) “**Insider**” means an “insider” as defined by 11 U.S.C. § 101 (31).
- (k) “**Insured**” means any:
 - (1) **Insured Person**; or
 - (2) **Organization**.
- (l) “**Insured Person**” means any **Employee**, but solely while acting in his or her capacity as such.
- (m) “**Insurer**” means American International Specialty Lines Insurance Company, a corporation organized under the laws of the State of Alaska.
- (n) “**Limit of Liability**” shall have the meaning set forth in Item 3 of the **Declarations**.
- (o) “**Loss**” means damages, settlements, judgments (including pre/post-judgment interest on a covered judgment) and **Defense Costs** arising out of a **Claim**; however, **Loss** shall not include: (1) civil or criminal fines or penalties; (2) taxes; (3) punitive or exemplary damages; (4) the multiplied portion of multiplied damages; (5) any amounts for which an **Insured** is not financially liable or which are without legal recourse to an **Insured**; and (6) matters which may be deemed uninsurable under the law pursuant to which this **Policy** shall be construed, except in each case for **Defense Costs** related to any of the foregoing.
- (p) “**Management Control**” means: (1) owning interests representing more than 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 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 the management board of a limited liability company.
- (q) “**Organization**” means:
 - (1) the **Named Entity**;
 - (2) each **Subsidiary**; and
 - (3) in the event a bankruptcy proceeding shall be instituted by or against the foregoing entities, the resulting debtor-in-possession (or equivalent status outside the United States), if any.

- (r) “**Named Entity**” shall have the meaning set forth in Item 1 of the **Declarations**.
- (s) “**Policy Period**” means the period of time from the **Inception Date** to the earlier of the **Expiration Date** and the effective date of cancellation of this **Policy**.
- (t) “**Pollutants**” means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and **Waste**. “**Waste**” includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (u) “**Premium**” shall have the meaning set forth in Item 5 of the **Declarations**.
- (v) “**Professional Services**” means those services of the **Insured** described in Schedule A¹ attached hereto and permitted by law or regulation in connection with the rendering of financial advice or assistance to a customer or client of the **Insured** rendered (i) in return for a fee, commission or other compensation (“**Compensation**”), or (ii) without **Compensation** as long as such non-compensated services are rendered in conjunction with services rendered for **Compensation**. **Professional Services** shall not include any conduct, acts or omissions related to:
 - (1) any merchant banking or commercial banking activities;
 - (2) any other investment, loan or other transaction in which the **Insured** is acting for its own account (other than pursuant to a firm commitment underwriting contemplated by the **Engagement Letter**);
 - (3) services rendered where the **Insured** is subsequently deemed to be an **Insider** of its client or customer;
 - (4) trading of, or failure to trade derivatives (including interest rate swaps, currency swaps, interest rate caps, interest rate floors, swaptions, futures or forwards), commodities or commodity future contracts;
 - (5) any function of any **Insured** as a specialist or market maker for any security or arising out of failing to make a market for any security; or
 - (6) any conduct, acts or omissions excluded by this **Policy**.
- (w) “**Retention**” shall have the meaning set forth in Item 4 of the **Declarations**.
- (x) “**Subsidiary**” means any entity of which the **Named Entity** has **Management Control** (“**Controlled Entity**”) on or before the **Inception Date** either directly or indirectly through one or more other **Controlled Entities**.
- (y) “**Wrongful Act**” means any actual or alleged act, error or omission by the **Insured** arising out of the **Engagement** that occurred prior to the **Inception Date**.

3. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage, including any excess compensation paid to an **Insured**, to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to an **Insured** establishes the **Insured** was not legally entitled;
- (b) arising out of, based upon or attributable to payments to an **Insured** of any remuneration without the previous approval of the stockholders or members of an **Organization**, which payment without such previous approval shall be held to have been illegal;
- (c) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent act or any willful violation of any statute, rule or law, by the **Insured** if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes that such deliberate criminal or deliberate fraudulent act was committed by the applicable **Insured** or that a willful violation of any statute, rule or

¹ Schedule A to include services performed pursuant to the Engagement Letter.

law occurred;

- (d) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related **Wrongful Acts** alleged or contained in any **Claim** which has been reported, or in any circumstances of which notice has been given, under any other policy which this **Policy** succeeds in time;
- (e) alleging, arising out of, based upon or attributable to **Spinning, Flipping or Laddering**;
 “**Spinning**” means the allocation of IPO shares to directors or executives of current or potential investment banking clients in exchange for investment banking business or kickbacks.
 “**Flipping**” means the sale of IPO shares that are the subject of **Spinning** within 24 to 48 hours after purchasing them on the effective date of the offering.
 “**Laddering**” means the allocation of IPO shares to a person or entity that agrees to purchase additional shares once public trading begins.
- (f) alleging, arising out of, based upon or attributable to any conflicts of interest in connection with investment research conducted by or on behalf of any of the **Insureds** or any of their affiliates;
- (g) for any liability assumed by any **Insured** under, or in connection with services to be provided pursuant to, any written contract or written agreement other than the **Engagement Letter**;
- (h) for bodily injury, sickness, disease or death of any person, or damage or destruction of any tangible property (including, but not limited to, certified securities) or intangible property, including the loss of use thereof;
- (i) for emotional distress or mental anguish of any person, or for injury from libel, slander, defamation or disparagement, or for injury from a violation of a person’s right of privacy;
- (j) for any **Wrongful Act** in the discharge of their duties as directors, officers or employees of any entity other than the **Organization**, even if directed or requested to serve as directors, officers or employees of such other entity;
- (k) brought by or on behalf of any **Insured**; or which is brought by any security holder or member of an **Organization**, whether directly or derivatively, unless such security holder’s or member’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, any **Insured**;
- (l) arising out of, based upon or connected with the performance of or failure to perform services for any person or entity which:
 - (1) is owned or controlled by any **Insured**;
 - (2) owns or controls any **Insured**; or
 - (3) is affiliated with any **Insured** through any common ownership or control;
- (m) alleging, arising out of, based upon or attributable to, directly or indirectly: (i) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants** (including, but not limited to, a **Claim** alleging damage to an **Organization** or its securities holders, purchasers or sellers);
- (n) for violations 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, or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto;
- (o) alleging, arising out of, based upon, attributable to, directly or indirectly resulting from, in consequence of, or in

any way involving, employment of any individual or any employment practice (including, but not limited to, wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim);

- (p) arising out of, based upon or attributable to, directly or indirectly, any dispute involving fees, commissions or other charges for any **Professional Service** rendered or required to be rendered by the **Insured**, or that portion of any settlement or award representing an amount equal to such fees, commissions or other compensations; or
- (q) alleging, arising out of, based upon or attributable to any material inaccuracy in the **Application**.

4. LIMIT OF LIABILITY

The **Limit of Liability** set forth in Item 3 of the **Declarations** is the aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against each and every **Insured** during the **Policy Period**. A **Claim** which is made subsequent to the **Policy Period** which pursuant to Clause 6(b) or 6(c) hereof is considered made during the **Policy Period** shall also be subject to the one aggregate **Limit of Liability** stated in Item 3 of the **Declarations**.

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

5. RETENTION

The **Retention** shall apply on an aggregate basis. The **Insurer** shall only be liable for **Loss** arising from a **Claim** in excess of the **Retention** amount set forth in Item 4 of the **Declarations**, such **Retention** amount to be borne by an **Organization** and remain uninsured, with regard to all **Loss**. The **Retention** shall only be eroded by **Loss** arising from a **Claim** for which the **Insurer** would be liable under this **Policy** but for the **Retention**.

In the event of a **Financial Insolvency**, the **Insurer** shall commence advancing **Defense Costs** within the **Retention** for any **Insured Person**, subject to the other terms, conditions and exclusions of this **Policy**, provided that the **Insurer** shall be entitled to recover the amount of **Defense Costs** advanced within the **Retention** from the **Organization** pursuant to Clause 10 hereof.

6. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to AIG Domestic Claims, Inc., Financial Lines, 175 Water Street, New York, NY 10038. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- (a) An **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this **Policy**, give written notice to the **Insurer** of a **Claim** as soon as practicable after the **Named Entity's** office of risk management or legal department (or equivalent departments) first becomes aware of the **Claim**, but in all events no later than either:
 - (1) the end of the **Policy Period**; or
 - (2) within 30 days after the end of the **Policy Period**, as long as such **Claim** was made within the final 30 days of the **Policy Period**.
- (b) If written notice of a **Claim** has been given to the **Insurer** pursuant to Clause 6(a) above, then a **Claim** which is subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in the **Claim** of which such notice has been given, shall be considered related to the first **Claim** and made at the time such notice was given.
- (c) If during the **Policy Period**, 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 such **Wrongful Act** shall be considered made at the time such notice of such circumstances was given.

7. DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)

The **Insurer** shall advance, excess of the **Retention, Defense Costs** no later than ninety (90) days after the receipt by the **Insurer** of the related defense bills. Such advance payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured**, severally according to their respective interests, in the event and to the extent that any such **Insured** shall not be entitled under this **Policy** to payment of such **Loss**.

*The **Insurer** does not, however, under this **Policy**, assume any duty to defend. The **Insureds** shall defend and contest any **Claim** with counsel consented to by the **Insurer** pursuant to Clause 8 hereof. The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defense Costs** which have been consented to by the **Insurer** shall be recoverable as **Loss** under the terms of this **Policy**, provided that the **Insurer's** consent shall not be unreasonably withheld. The **Insurer** shall be entitled to effectively associate in the defense, the prosecution and the negotiation of any settlement of any **Claim**.*

Each **Insured** shall give the **Insurer** full cooperation and such information as it may reasonably require.

Notwithstanding the foregoing, if all **Insured** defendants are able to dispose of all **Claims** which are subject to the **Retention** (inclusive of **Defense Costs**) for an amount not exceeding the **Retention**, then the **Insurer's** consent shall not be required for such disposition.

With respect to: (i) **Defense Costs** jointly incurred by; (ii) any joint settlement entered into by; and/or (iii) any judgment of joint and several liability against any **Insured** in connection with any **Claim** that results in **Loss** recoverable under this **Policy** and other losses that are not recoverable under this **Policy**, any such **Insured** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts related to such category of losses as between any such **Insured** and the **Insurer**, taking into account the relative legal and financial exposures, and the relative benefits obtained by any such **Insured**. In the event that a determination as to the amount of **Defense Costs** to be advanced under this **Policy** cannot be agreed to, then the **Insurer** shall advance **Defense Costs** excess of the **Retention** amount which the **Insurer** states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

8. PRE-AUTHORIZED DEFENSE ATTORNEYS

Affixed as Appendix A hereto and made a part of this **Policy** is a list of panel counsel law firms ("**Panel Counsel Firms**"). The list provides the **Insureds** with a choice of law firms from which a selection of legal counsel shall be made to conduct the defense of any **Claim**.

The **Insureds** shall select a **Panel Counsel Firm** to defend the **Claim** in the jurisdiction in which the **Claim** is brought. In the event the **Claim** is brought in a jurisdiction not included on the list, the **Insureds** shall select a **Panel Counsel Firm** in the listed jurisdiction which is the nearest geographic jurisdiction to either where the **Claim** is brought or where the corporate headquarters of the **Named Entity** is located or such other **Panel Counsel Firm** that the **Insured** and the **Insurer** agree upon. In such instance the **Insureds** also may, with the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld, select a non-**Panel Counsel Firm** in the jurisdiction in which the **Claim** is brought to function as "local counsel" on the **Claim** to assist the **Panel Counsel Firm** which will function as "lead counsel" in conducting the defense of the **Claim**.

With the express prior written consent of the **Insurer**, an **Insured** may select a **Panel Counsel Firm** different from that selected by another **Insured** defendant if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable. The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no firm shall be removed from the specific list attached to this **Policy** during the **Policy Period**, without the consent of the **Named Entity**.

9. RENEWAL AND CANCELLATION

This **Policy** will not be renewed under any circumstances by the **Insurer**. This provision shall be deemed a notice of nonrenewal to the **Insured** and is acknowledged by the **Insured** to be sufficient notice of nonrenewal under applicable law. This **Policy** may not be canceled by the **Insured**. This **Policy** may only be canceled by or on behalf of the **Insurer** in the event that the **Insured** fail to pay the **Premium** within thirty (30) days of the commencement of the **Policy Period**.

10. SUBROGATION, RIGHT OF RECOVERY AGAINST INSUREDS AND MITIGATION

- (a) In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all of each and every **Insured's** rights of recovery thereof, including any rights under the **Engagement Letter**, and each such **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of any and all documents necessary to enable the **Insurer** effectively to bring suit in the name of each such **Insured**. If any **Insured** is unable to assign such rights to the **Insurer**, or if the **Insurer** desires, then, instead of assigning such rights to the **Insurer**, such **Insured** shall allow the **Insurer** to bring suit in the name of such **Insured**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** or bring suit against such **Insured** in the name of another **Insured** under this **Policy**.
- (b) The **Insurer** shall have a direct contractual right under this **Policy** to recover **Loss** (including but not limited to **Loss** equal to the amount of the **Retention** not satisfied by the **Organization**) paid under this **Policy** from each and every **Insured**, severally and according to their respective interests, in the event and to the extent that such **Insureds** shall not be entitled under this **Policy** to payment of such **Loss**.
- (c) With respect to any **Loss** or potential **Loss**, the **Insureds** shall, and to the extent possible shall cause their respective affiliates to, take all commercially reasonable actions necessary or advisable to mitigate such **Loss** or potential **Loss**.

11. OTHER INSURANCE AND INDEMNIFICATION

The insurance provided by this **Policy** shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written specifically only as excess insurance over the **Limit of Liability** provided by this **Policy**.

In the event that a **Claim** is made for which the **Insureds** have a right to indemnification or contribution against an issuer of securities or other members of an underwriting syndicate or any other person or entity in relation to the conduct of **Professional Services** in an **Engagement**, including pursuant to the **Engagement Letter**, coverage as afforded by this **Policy** shall be specifically excess of: (1) any indemnification provided by such issuer of securities or other members of an underwriting syndicate or any other person or entity, including pursuant to the **Engagement Letter**; and (2) any valid and collectible insurance coverage afforded to such issuer of securities or other members of an underwriting syndicate or any other person or entity applicable to such **Claim**.

12. NOTICE AND AUTHORITY

It is agreed that the **Named Entity** shall act on behalf of each and every **Insured** with respect to the giving of notice of any **Claim**, the giving and receiving of all other notices hereunder and the payment of **Premium**.

13. ASSIGNMENT

This **Policy** and the rights and obligations hereunder are not assignable by the Insureds without the prior written consent of the **Insurer**. The **Insurer** may assign this **Policy** to another insurer that is a member company of American International Group, Inc. without the consent of the **Insureds** provided such other insurer's financial strength rating (Moody's or Standard & Poor's) is equal to or better than that of the **Insurer** at the time of such assignment.

14. ALTERNATIVE DISPUTE RESOLUTION PROCESS

A. General Terms

- (1) It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this **Policy**, including any determination of the amount of **Loss** (but excluding any dispute or difference regarding the existence or validity of this **Policy**), shall be submitted to the alternative dispute resolution process set forth in this Clause 14. The **Insureds** and **Insurer** shall, in the first instance, seek to resolve all such disputes and differences through non-binding mediation administered by the American Arbitration Association ("AAA") pursuant to the terms of paragraph B.1 of this Clause 14. It shall be a condition precedent to the right(s) of the **Insureds** and **Insurer** to commence an arbitration, as described below, or judicial proceeding that the **Insurer** and **Insured(s)** first seek to resolve all such disputes by non-binding mediation.
- (2) After the date on which the mediation terminates pursuant to the terms of paragraph B.(1) of this Clause 14, the **Insureds** and **Insurer** shall wait at least ninety (90) days prior to filing an arbitration or judicial proceeding. Either the **Insureds** or **Insurer** may elect to commence arbitration or a judicial proceeding; provided, however, that the **Insureds** shall have the right to reject the **Insurer's** choice of either arbitration or a judicial proceeding prior to or after such arbitration or judicial proceeding is commenced, but only so long as such rejection shall be in writing and mailed to the **Insurer** at the **Insurer's** address indicated on the Declarations within fourteen (14) days from the date on which the **Insurer** provides notice to the **Named Entity**. If such notice by the **Insurer** is mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.
- (3) Any mediation or arbitration held pursuant to the terms of this Clause 14, or judicial proceeding commenced by the **Insureds** or **Insurer** after such mediation, shall be conducted in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state designated in Item 1 of the Declarations as the mailing address of the **Named Entity**.
- (4) All expenses of the mediation or arbitration shall be borne equally by the parties to the mediation or arbitration, including any filing fee or mediator's or arbitrator's fee; provided, however, that each party shall be responsible for its own defense fees, costs, and expenses, and the fees, costs and expenses of its own witnesses.
- (5) In all instances under this Clause 14 where the **Insureds** are provided with a choice of alternatives and cannot unanimously agree, the right of election on behalf of the **Insureds** shall rest with the **Named Entity**, and such election shall be binding on all **Insureds**.

B. Non-Binding Mediation

- (1) The **Insureds** and **Insurer** shall attempt in good faith to settle their disputes by mediation in accordance with the **AAA's** then-prevailing Commercial Mediation Rules (hereinafter "**Mediation Rules**"). If any inconsistency exists between the **Mediation Rules** and the provisions of this Clause 14, or if the **Mediation Rules** are silent on an issue addressed in this Clause 14, then the provisions of this Clause 14 will control, and in the case of any such inconsistency, supersede the **Mediation Rules**. The mediation shall be terminated upon the occurrence of any one of the following events:
 - (a) the execution of a final settlement agreement by the **Insureds** and **Insurer**;
 - (b) a written statement of the mediator that further efforts are unlikely to result in a settlement agreement;
 - (c) a written agreement of the **Insureds** and **Insurer** that further efforts are unlikely to result in a settlement agreement; or
 - (d) if within thirty (30) days after the last day of mediation, a settlement agreement has not been reached and the parties have not otherwise agreed to extend the time for the mediation.
- (2) Notwithstanding any rule governing the conduct of the mediation, the parties shall attempt in good faith to mutually agree to the appointment of a mediator. In the event the parties cannot agree, the mediator shall be appointed pursuant to the **Mediation Rules**. A condition precedent to the selection of any mediator is that he or she be "disinterested" as that term is defined in paragraph C.(1) of this Clause 14 and be an active or retired attorney who has practiced law for at least ten (10) years in the area of commercial litigation, and has mediated commercial disputes for at least five years.

C. Arbitration

- (1) Upon termination of the mediation process pursuant to paragraph B.(1) of this Clause 14, either the **Insureds** or the **Insurer** may submit their dispute for arbitration to the **AAA**. The arbitration shall be conducted in accordance with the then-prevailing Commercial Arbitration Rules (hereinafter "**Arbitration Rules**"). If any inconsistency exists between the **Arbitration Rules** and the provisions of this Clause 14, or if the **Arbitration Rules** are silent on an issue addressed in this Clause 14, then the provisions of this Clause 14 will control, and in the case of any such inconsistency, supersede the **Arbitration Rules**. The arbitration shall be conducted by a panel of three disinterested individuals. The **Insureds** shall select one disinterested arbitrator and the **Insurer** shall select one disinterested arbitrator. The arbitrators selected by the **Insureds** and **Insurer** shall mutually select a third disinterested arbitrator. "Disinterested" for purposes of this Clause 14 shall mean:
 - (a) an individual who, in the five years preceding the date on which he or she is selected to be an arbitrator, has not:
 - (1) represented any **Insured** or the **Insurer** (or any parent, subsidiary or affiliate of any **Insured** or the **Insurer**), or represented an adversary of any **Insured** or the **Insurer** (or any affiliate of any **Insured** or the **Insurer**) in any civil, criminal, administrative, regulatory or arbitration proceeding or investigation;
 - (2) been an adversary of any **Insured** or the **Insurer** (or any affiliate of any **Insured** or the **Insurer**) in any civil, criminal, administrative, regulatory or arbitration proceeding or investigation; and
 - (3) made any demand for monetary or non-monetary relief on any **Insured** or the **Insurer** (or any affiliate of any **Insured** or the **Insurer**) that such **Insured** or the **Insurer** disputed;
 - (b) an individual who has no financial or personal interest, direct or indirect, in the outcome of the arbitration; and
 - (c) an individual who provides a written, signed statement representing that the above circumstances apply to such individual and that he or she is not aware of any circumstances that would interfere with his or her ability to render a fair, unbiased decision in the arbitration.

- (2) If the arbitrators selected by the **Insureds** and **Insurer** cannot agree upon a third disinterested arbitrator, then the **Insureds** and **Insurer** shall exchange lists of three proposed disinterested arbitrators. The **Named Entity** and **Insurer** shall then flip a coin and the loser of the coin toss shall choose an arbitrator from the winner's list.
- (3) A condition precedent to the selection of the third disinterested arbitrator is that he or she be an active or retired attorney with at least ten (10) years aggregate experience practicing in insurance coverage law, which experience must include directors and officers liability insurance coverage, at a law firm and/or as in-house counsel at an insurance company or reinsurance company, insurance broker or agent, or other similar company; provided, however, that the third disinterested arbitrator shall not be, at the time he or she is selected or at any time during the arbitration, employed (whether full or part time, seasonally or temporarily) by any insurance or reinsurance company, or any insurance broker or agent or other similar company.
- (4) The arbitrators shall have no power to require that depositions of witnesses be taken in the arbitration and no such depositions shall be taken unless otherwise agreed to by the **Insureds** and **Insurer**. The arbitrators' decision at the conclusion of the arbitration shall be final and binding and provided in writing to the **Insureds** and **Insurer**, and the arbitrators' award shall not include attorneys' fees or other costs. The arbitrators shall not have the power to award punitive, exemplary or multiple damages, or interim relief or measures (including injunctive relief and measures for the protection or conservation of property), and any such award shall be automatically null and void and unenforceable.

15. ACTION AGAINST INSURER

Except as provided in Clause 14 of this **Policy**, no action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **Policy**, or until the amount of the **Insured's** obligation to pay any Loss shall have been finally determined either by a final, non-appealable judgment against such **Insured** after actual trial or by written agreement of the **Insured**, an applicable claimant and the **Insurer**.

No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the **Insured's** liability, nor shall the **Insurer** be impleaded by any **Insured Person**, their spouse, any **Organization** or any legal representative of the foregoing.

16. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

It is further understood and agreed that the coverage provided under this **Policy** is intended to protect and benefit the **Insured Persons**. Further, if a liquidation or reorganization proceeding is commenced by any **Organization** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law (collectively "**Bankruptcy Law**") then, in regard to a covered **Claim** under this **Policy**, the **Insureds** hereby:

- (a) waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this **Policy** under such **Bankruptcy Law**; and
- (b) agree not to oppose or object to any efforts by the **Insurer** or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this **Policy** as a result of the commencement of such liquidation or reorganization proceeding.

17. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **Claim** against an **Insured Person** includes a claim (a "**Spousal Claim**") against: (i) the lawful spouse or other

legally recognized domestic partner of such **Insured Person**; or (ii) a property interest of such spouse or domestic partner, and in either case such **Spousal Claim** arises from any **Wrongful Act** of such **Insured Person**, this **Policy** shall cover loss arising from the **Spousal Claim** to the extent that such loss would constitute **Loss** if such **Spousal Claim** was made against an **Insured Person** and that such loss does not arise from a claim for any actual or alleged act, error or omission of such spouse or domestic partner. This **Policy** shall cover loss arising from a claim (a **Legal Representative Claim**) made against (i) the estates, heirs, or legal representatives of any deceased **Insured Person**, and, (ii) in the event of incompetency, insolvency or bankruptcy, the legal representatives of any **Insured Person** who was an **Insured Person** at the time the **Wrongful Acts** upon which such **Legal Representative Claim** is based were committed, in each case to the extent that such loss would constitute **Loss** if such **Legal Representative Claim** was made against an **Insured Person**.

18. SERVICE OF SUIT

Subject to Clause 14, it is agreed that in the event of 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 a court of competent jurisdiction within the United States. Nothing in this Clause 18 constitutes, or should be understood to constitute, a waiver of the **Insurer's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Legal Department, American International Specialty Lines Insurance Company, 70 Pine Street New York, NY 10270, or his or her representative, and that in any suit instituted against the **Insurer** upon this contract, the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, 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 any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

19. HEADINGS

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

Engagement Letter

See attached.

SPECIMEN

List of Additional Employees

SPECIMEN

List of Professional Services

SPECIMEN



**AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
70 PINE STREET
NEW YORK, NEW YORK 10270**

INVESTMENT BANKING ENGAGEMENT ERRORS AND OMISSIONS INSURANCE APPLICATION

This is an Application for claims made and reported Investment Banking Engagement Errors and Omissions Insurance. Please submit signed Application to your insurance broker or to us at the address set forth above.

I. APPLICANT INFORMATION

- A. Legal name of Applicant: _____
- B. State of organization or residence: _____
- C. Contact information:
1. Contact name: _____
 2. Title: _____
 3. Business address: _____
 4. Telephone: _____
 5. Facsimile: _____
 6. E-Mail: _____
- D. Average annual number of engagements for professional services in respect of transactions of the same type as the transaction for which E&O insurance is sought (the "Transaction") over the past 3 years: _____
- E. Average value for transactions of the same type as the Transaction: _____
- F. Has Applicant and/or any of its affiliates purchased investment banking errors and omissions insurance coverage in the past? Yes: _____ No: _____

II. TRANSACTION INFORMATION

- A. Brief description of the Transaction: _____

- B. Transaction value: _____
- C. Applicant's estimated fee income for the Transaction: _____
- D. Closing date (expected or actual): _____
- E. **Please attach a copy of the letter of engagement entered into by the Applicant and the Client (as defined below) describing the professional services ("Professional**

Services”) to be rendered in connection with the Transaction (the “Letter of Engagement”).¹ Please describe any material differences between the Letter of Engagement and Applicant’s standard letter of engagement for a transaction of this type:

- F. Description of the nature and extent of Professional Services to be performed by the Applicant after the proposed inception date of the E&O insurance contemplated by this Application (if any): _____

III. APPLICANT’S TRANSACTION TEAM

- A. Applicant’s In-House Transaction Team (names and titles): _____

- B. Applicant’s Law Firms: _____

- C. Applicant’s Audit/Accounting Firms: _____

- D. Other Specialists or Consultants engaged by the Applicant and/or its affiliates on this Transaction: _____

If not previously provided to AIG, please attach a complete working group list for the Transaction, specifically indicating, for each listed person, such person’s particular area of expertise.

IV. CLIENT’S TRANSACTION TEAM

- A. Name of entity engaging the Applicant to perform the Professional Services (including such entity’s affiliates, the “Client”): _____

- B. Client’s In-House Transaction Team (names and titles): _____

- C. Client’s Law Firms: _____

- D. Client’s Investment Bankers/Financial Advisors (other than the Applicant or its affiliates): _____

- E. Client’s Audit/Accounting Firms: _____

- F. Other Specialists or Consultants engaged by the Client on this Transaction: _____

¹ Nature and scope of any services to be performed by the Applicant outside the scope of the Letter of Engagement to be discussed.

V. PAST ACTIVITIES

A. Briefly describe the professional services performed by the Applicant and/or its affiliates for the Client historically: _____

B. To the best of Applicant's knowledge, during the past five years, has the Client:

- 1. changed auditors/accountants? Yes: _____ No: _____
- 2. changed its method of accounting in any material manner? Yes: _____ No: _____

If "Yes", please attach a detailed explanation.

- 3. been audited on annual basis? Yes: _____ No: _____

If "No", please attach a detailed explanation.

C. To the best of Applicant's knowledge, during the past five years, has the Client or any of its officers, directors or other executive- or management-level employees, been involved in:

- 1. any civil or criminal proceeding, investigation, audit, litigation, dispute, disagreement, settlement, release, involving any governmental or regulatory authority in connection with any violation or alleged violation of any law, rule or regulation? Yes: _____ No: _____
- 2. any civil or criminal litigation, proceeding or investigation in connection with any violation or alleged violation of any securities law, rule or regulation?
Yes: _____ No: _____
- 3. any class action or shareholder derivative lawsuits? Yes: _____ No: _____

If "Yes", please attach a detailed explanation.

D. During the past five years, has the Applicant or any of its affiliates, officers, directors or other executive- or management-level employees, been involved in:

- 1. any civil or criminal proceeding, investigation, audit, litigation, dispute, disagreement, settlement, release, involving any governmental or regulatory authority in connection with any violation or alleged violation of any law, rule or regulation? Yes: _____ No: _____
- 2. any civil or criminal litigation, proceeding or investigation in connection with any violation or alleged violation of any securities law, rule or regulation?
Yes: _____ No: _____
- 3. any class action or shareholder derivative lawsuits? Yes: _____ No: _____

If "Yes", please attach a detailed explanation.

E. Please describe any pending or historical claim(s) against the Applicant or its affiliates, officers, directors or other executive- or management-level employees with regard to professional services: (If none, check here: _____.) _____

F. The Applicant, after due inquiry of its transaction team members, has no knowledge or information of any act, error or omission which might give rise to a claim under the proposed policy to be issued in connection herewith except as follows: (If none, check

here: ____.) _____

- G. The Applicant, after due inquiry of its transaction team members, has no knowledge of any material facts or circumstances which have not been disclosed to the insurer which, if they had they been disclosed, would be material to the insurer's decision to offer the proposed E&O insurance (If none, check here: ____.) _____

Any policy issued in connection herewith shall exclude coverage for any matters required to be disclosed in this Section V, except to the extent that the Insurer amends the policy expressly to provide coverage for any such matter.

VI. INSIDER STATUS

Is the Applicant or any of its affiliates an insider of the Client or any of its affiliates?

If "Yes", please attach a detailed explanation.

VII. UNDERWRITING MATERIALS REQUESTED

If not previously provided to AIG, please provide us with the following (where applicable):

- A. The materials prepared or otherwise used by the Applicant in connection with its internal approval process for the Transaction.
- B. Internal policies and/or guidelines of the Applicant and its affiliates relevant to the provision of Professional Services.
- C. Any reports prepared in the last year by the research department of the Applicant or any of its affiliates.

We will provide a separate request for additional documentation relevant to our underwriting process, including documentation related to the Transaction, the Applicant and the Client.

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE AND CORRECT. FURTHERMORE, THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED IN THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE BINDING OF ANY INSURANCE COVERAGE, THEN THE UNDERSIGNED WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING OFFERS, QUOTATIONS AND/OR OTHER AUTHORIZATIONS OR AGREEMENTS TO BIND INSURANCE. SIGNING THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO PURCHASE OR OFFER AN INSURANCE POLICY, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE INSURANCE POLICY SHOULD AN INSURANCE POLICY BE ISSUED.

ALL WRITTEN STATEMENTS AND MATERIALS ATTACHED HERETO OR FURNISHED TO THE INSURER OR THE MERGERS & ACQUISITIONS INSURANCE GROUP (OR THEIR RESPECTIVE REPRESENTATIVES) IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE APPLICANT REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR

INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION OR OTHERWISE, SHALL BE GROUNDS FOR THE RECISSION OF ANY POLICY ISSUED.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY 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 IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY 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 AUTHORITIES.

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 IN THE THIRD DEGREE.

NOTICE TO KENTUCKY 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.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY 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 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 OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT 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 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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 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 (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY 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 INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL 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.

Applicant's Chairman, President, CEO, CFO or
General Counsel or other authorized
representative:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____