

Executive Plus™ Directors and Officers Liability Policy

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer in the Application forming a part hereof and its attachments and the material incorporated therein, Mt. Hawley Insurance Company, herein called the "Insurer," and the Insured Persons agree as follows:

INSURING CLAUSES

1. The Insurer will pay on behalf of the **Insured Persons, Loss** which the **Insured Persons** are legally obligated to pay as a result of **Claims** first made during the **Policy Period**, or during the Discovery Period (if purchased), against the **Insured Persons** for **Wrongful Acts**; provided that if this Policy affords Excess Coverage as provided in Item 4. of the Declarations of this Policy, the Insurer shall not be liable for any **Non-Indemnified Loss** unless such **Non-Indemnified Loss** is not paid by the **Underlying Insurance** by reason of one or more of the following:
 - a. the insurer(s) of the **Underlying Insurance**:
 - (i) refuses to pay or indemnify the **Insured Persons** as required under the terms and conditions of the **Underlying Insurance**; or
 - (ii) is financially unable to pay or indemnify the **Insured Persons**; or
 - (iii) rescinds or attempts to rescind the **Underlying Insurance**; or
 - (iv) fails to pay or indemnify the **Insured Persons** within forty-five (45) days after a written request by or on behalf of the **Insured Persons** for such payment or indemnification; or
 - b. according to the terms and conditions of the **Underlying Insurance**, the insurer(s) of the **Underlying Insurance** is not liable for such **Non-Indemnified Loss**; or
 - c. the limit(s) of liability or any applicable sublimit(s) of liability of the **Underlying Insurance** has been exhausted by reason of the insurer(s) of the **Underlying Insurance**, the **Entity** or another source paying losses covered under the **Underlying Insurance** or covered under another policy if such other policy payment erodes the limit of liability of an **Underlying Insurance** by reason of a provision in such **Underlying Insurance**; or
 - d. a liquidation or reorganization proceeding is commenced by or against the **Entity** pursuant to the **Bankruptcy Code** and as a result of such proceeding the insurer(s) of the **Underlying Insurance** refuse to pay or indemnify such **Non-Indemnified Loss** because the proceeds of the **Underlying Insurance** are subject to the automatic stay or similar payment prohibition under the **Bankruptcy Code**; provided that as a condition precedent to the Insurer being liable pursuant to this paragraph d., the **Insured Persons** or the **Entity** shall request, or arrange for the insurer of the **Underlying Insurance** to request, relief from the automatic stay or such similar payment prohibition with respect to such proceeds.

In addition, the Insurer will pay on behalf of any **Insured Person** the following amounts incurred by the **Insured Persons** to the extent such amounts are not otherwise covered under this Policy and are not indemnified by the **Entity** as described in the definition of **Non-Indemnified Loss** below:

- (i) reasonable fees and expenses incurred by the **Insured Person** to oppose any efforts by any regulatory, administrative, governmental or similar authority or by a claimant in a **Claim** to seize or otherwise enjoin the personal assets or real property of the **Insured Person** in connection with a **Claim** covered under this Policy, or to revoke, overturn or set aside a court order relating to a **Claim** covered under this Policy, which in any way impairs the use of such assets or property;

- (ii) reasonable fees and expenses incurred by the **Insured Persons** in connection with using a public relations firm to mitigate the adverse effects to the reputation of the **Insured Person** from a **Claim** against the **Insured Person** which is covered under this Policy, including without limitation from any negative public statement regarding the **Insured Person** by a regulatory or governmental authority relating to such **Claim** or the **Wrongful Acts** alleged therein; provided the Insurer's maximum liability for all such fees and expenses incurred by all **Insured Persons** shall be the Reputational Protection Sublimit of Liability set forth in Item 3. D. of the Declarations, which is part of and not in addition to the Aggregate Limit of Liability set forth in Item 3. A. of the Declarations; and
- (iii) reasonable fees and expenses incurred by the **Insured Persons** who are directors of the **Entity** to defend against efforts by the **Entity**, other **Insured Persons** or third parties to seize or attach this Policy, or otherwise enjoin the **Insured Person** who is a director of the **Entity** from gaining access to the limits of liability provided by this Policy; provided the Insurer's maximum liability for all such fees and expenses incurred by all **Insured Persons** shall be the Access Fund Additional Limit of Liability set forth in Item 3. C. of the Declarations, which is in addition to and not part of the Aggregate Limit of Liability set forth in Item 3. A. of the Declarations.
- (iv) **Preliminary Inquiry Costs** in connection with a **Preliminary Inquiry** first received by an **Insured Person** during the **Policy Period** or during the Discovery Period (if purchased), but only if the **Entity** or the **Insured Person** elect in their sole discretion to give notice to the Insurer of such **Preliminary Inquiry**; provided coverage for **Preliminary Inquiry Costs** shall apply only to **Preliminary Inquiry Costs** incurred by **Insured Persons** after the date of such notice to the Insurer.

Amounts covered by reason of subparagraphs i., ii., iii., or iv. above shall not include the **Entity's** overhead expenses or any salaries, wages, fees or benefits of its directors, officers or employees.

- 2. In the event any **Underlying Insurance** affords broader coverage for an **Insured Person** than is afforded under this Policy, then, notwithstanding anything in this Policy to the contrary except:

the definition of **Underlying Insurance**; Section 5., Limit of Liability; Section 6., Defense and Settlement; Section 7., Notice/Claim Reporting Provisions; Section 9., Cancellation; and any endorsement to this Policy; this Policy is amended to follow and be subject to the terms and conditions of such **Underlying Insurance** only in respect of and to the extent of such broader coverage for the **Insured Persons**, provided the Insurer shall not cover the **Entity** with respect to any claims made against the **Entity** or for any amounts the **Entity** pays to indemnify, or pays on behalf of, the **Insured Persons**.

If and to the extent any **Non-Indemnified Loss** is excluded under this Policy pursuant to Section 4., but is not excluded under the **Underlying Insurance**, this Policy is amended to delete such exclusion with respect to such **Non-Indemnified Loss**.

DEFINITIONS

- 3. When used in this Policy:

"Bankruptcy Code" means the U.S. Bankruptcy Code, as amended, or any similar federal, state, foreign or common law.

"Claim" means:

- a. a written demand for monetary or non-monetary relief against any **Insured Person**; or
- b. a civil proceeding against any **Insured Person** commenced by the service of a complaint or similar pleading; or
- c. a criminal proceeding against any **Insured Person** commenced by the return of an indictment, information or similar document; or

- d. an administrative, regulatory or arbitration proceeding against any **Insured Person** commenced by the filing of a notice of charges or similar document; or
- e. a civil, criminal, administrative or regulatory investigation of any **Insured Person** commenced by the service upon or other receipt by the **Insured Person** of a subpoena, target letter or written notice, including without limitation an SEC Wells Notice, from the investigating authority identifying such **Insured Person** as an individual against whom a proceeding may be commenced; or
- f. an official request for **Extradition** of any **Insured Person** or the execution of a warrant for the arrest of any **Insured Person** in connection with **Extradition** of such **Insured Person**; or
- g. a written notice to the Insurer of circumstances or **Wrongful Acts** which may reasonably give rise to a **Claim**, provided such notice shall constitute a **Claim** under this Policy only if the **Insured Person** or the **Entity** elects in their sole discretion to give to the Insurer such written notice pursuant to and in the detail described in Section 7. of this Policy; or
- h. any written demand that the **Insured Person** toll or waive a statute of limitations with respect to a potential or threatened claim against the **Insured Person** for a **Wrongful Act**, provided such demand shall constitute a **Claim** under this Policy only if the **Insured Person** or the **Entity** elects in their sole discretion to give to the Insurer written notice thereof pursuant to Section 7. of this Policy; or
- i. the arrest or confinement of an **Insured Person** to (i) a specified residence, or (ii) a secure custodial premises operated by or on behalf of a regulatory, administrative, governmental or similar authority, if such arrest or confinement is in connection with the business of an **Entity**; or
- j. solely with respect to coverage under subpart (iv) of Section 1., **INSURING CLAUSES**, a **Preliminary Inquiry**.

All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, regardless of whether such date is before or during the **Policy Period**.

“**Cyber Claim**” means any **Claim** alleging, based upon, arising out of, or attributable to, in whole or in part, the unauthorized access or unauthorized use of, the misappropriation of information or data stored in, or the alteration, destruction, disruption or damage to, a computer, computer system or computer network owned, maintained or operated by or for the benefit of an **Entity**.

“**Defense Expenses**” means reasonable fees and expenses (including without limitation attorneys’ fees and experts’ fees) incurred by or on behalf of the **Insured Persons**:

- a. in the defense, investigation or appeal of a **Claim**, or the opposition or revocation of an **Extradition** or any judicial ruling related thereto, after notice of such **Claim** is given to the Insurer pursuant to Section 7. of this Policy, 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;
- b. in the defense, investigation or appeal of a **Claim** pursuant to, or to facilitate the return of amounts required to be paid pursuant to, Section 304 of the Sarbanes-Oxley Act of 2002, Section 201 or 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the Food, Drug and Cosmetic Act, or any rules, regulations or policies pursuant to such laws, but the Insurer shall not be liable for any amount requested or required to be paid by an **Insured Person** pursuant to such laws, rules, regulations or policies; or
- c. at the Insurer’s request to assist the Insurer in investigating a **Claim**.

Defense Expenses shall not include the **Entity’s** overhead expenses or any salaries, wages, fees or benefits of its directors, officers or employees.

“**Enforcement Body**” means any federal, state, local or foreign enforcement authority or government investigative authority (including, but not limited to, the U.S. Department of Justice, the U.S. Securities and Exchange Commission and the attorney general of any state); or the enforcement arm of any securities or commodities exchange or other self-regulatory agency.

“**Entity**” means the **Parent Company** and all **Subsidiaries**, including any such organization as a debtor in possession under the United States bankruptcy law or an equivalent status under the law of any other country.

“**Extradition**” means any formal process by which an **Insured Person** located in any country is or is sought to be surrendered to any other country in connection with a criminal accusation against such **Insured Person** for **Wrongful Acts**.

“**Independent Directors**” means one or more past, present or future directors of the **Entity** who are not and have never been an officer or employee of any **Entity**.

“**Insured Person**” either in the singular or plural, means:

- a. any natural person who was, now is or shall be a duly elected or appointed director (or a shadow or de facto director), trustee, manager or member of the board of managers (if the **Entity** is a limited liability company), officer, comptroller, in-house general counsel, in-house risk manager, director of investor relations or director of human resources of any **Entity**;
- b. any natural person who was, now is or shall be a member of any advisory board or management committee of any **Entity**, a representative of an entity that serves as a director of any **Entity**, or a prospective director of any **Entity** named as such in any registration statement, prospectus or similar securities offering document of such **Entity**;
- c. any natural person who was, now is or shall be a holder of a title, position or capacity comparable or equivalent to a position described in a. or b. above of any **Entity**;
- d. any natural person not identified in a., b., or c. above who was, now is or shall be an employee of the **Entity**, provided such employee shall be considered an **Insured Person** with respect to any **Claim** only if (i) the **Entity** agrees to advance **Defense Expenses** or indemnify such employee with respect to such **Claim** to the same extent as the **Entity** agrees to indemnify the natural persons described in a. above, and (ii) such **Claim** is a **Securities Claim** or a **Cyber Claim**, or is brought and maintained against both such employee and an **Insured Person** described in a., b., or c. above; and
- e. any natural person identified in a., b., or c. above in an **Outside Position**.

Any **Claim** against the estate, heir, or legal representative of any person identified in a., b., or c., above, or against a trust which holds assets contributed by such person, for a **Wrongful Act** by such person will be deemed to be a **Claim** against such person; provided, however, this extension shall not afford coverage for wrongful acts of the estate, heir or legal representative. All terms, conditions and other provisions of this Policy which would be applicable to **Loss** incurred by the person identified in a., b., or c., above, in such **Claim** shall also apply to loss incurred by such estate, heir or legal representative.

“**Loss**” means amounts which the **Insured Persons** are legally obligated to pay as a result of a covered **Claim**, including without limitation monetary damages, judgments, settlements, pre-judgment and post-judgment interest with respect to covered damages, punitive, exemplary or multiple damages, fines or penalties assessed for an unintentional or non-willful violation of law (including without limitation any such fines or penalties under Section 308 of the Sarbanes-Oxley Act of 2002 or under Section 2(g)(2)(B) of the Foreign Corrupt Practices Act), **Preliminary Inquiry Costs**, **Defense Expenses**, and fees and expenses described in subparts (i), (ii) or (iii) of Section 1., **INSURING CLAUSES**.

Loss, other than **Defense Expenses**, does not include any of the following:

- a. any amount for which the **Insured Persons** are absolved from payment by reason of any covenant, agreement or court order;
- b. taxes, other than (i) taxes imposed on an **Entity** for which the **Insured Persons** are legally liable solely by reason of the **Entity’s** insolvency, (ii) taxes imposed on an **Insured Person** solely by reason of the Insurer’s payment of covered **Loss** incurred by such **Insured Person**; or (iii) the ten percent (10%) penalty excise tax pursuant to 26 U.S.C. §4958(a)(2) for participation in an excess benefit transaction;

- c. fines or penalties, other than fines or penalties described above; or
- d. matters uninsurable under the law pursuant to which this Policy is construed.

The insurability of punitive, exemplary or multiple damages, fines, penalties or taxes otherwise included within this definition shall be determined under the internal laws of any applicable jurisdiction that most favors such insurability. If the **Entity** or the **Insured Persons** present to the Insurer a written opinion from legal counsel concluding that such damages, fines, penalties or taxes are insurable under such applicable law, the Insurer shall not challenge such conclusion.

The Insurer shall not assert that any of the following are uninsurable: (i) **Loss** incurred by any **Insured Person** in the **Insured Person's** capacity as such due to the **Insured Person's** actual or alleged violation of Section 11, 12 or 15 of the Securities Act of 1933, as amended; or (ii) **Defense Expenses** incurred by any **Insured Person** in a **Claim** under Section 304 of the Sarbanes-Oxley Act of 2002, Section 210 or 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Food, Drug and Cosmetic Act, or any rules, regulations or policies pursuant to such laws.

"Non-Indemnified Loss" means **Loss** (i) which the **Entity** is not permitted to indemnify or advance, (ii) which the **Entity** refuses to indemnify or advance, or fails to indemnify or advance within forty-five (45) days after the **Insured Person's** request for such indemnification or advancement, or (iii) for which the **Entity** is financially unable to indemnify or advance. With respect to coverage for an **Insured Person** serving in an **Outside Position**, the reference to **"Entity"** in this definition shall also include the **Outside Entity**. Without limitation, **Non-Indemnified Loss** includes **Defense Expenses** previously advanced by the **Entity** or **Outside Entity** which the **Insured Persons** become legally obligated to repay to such **Entity** or **Outside Entity**.

"Outside Entity" means any non-profit or for-profit organization other than the **Entity**.

"Outside Position" means service by any **Insured Person** as a director, officer, trustee, regent or governor of an **Outside Entity**, but only while such service is rendered with the knowledge and consent of, at the direction or request of, or as part of the duties regularly assigned to such **Insured Person** by, an **Entity**.

"Parent Company" means the organization named in Item 1. of the Declarations of this Policy.

"Policy Period" means the period of time specified in Item 2. of the Declarations of this Policy, subject to prior cancellation. If this period is less than or greater than one year, then the Limit of Liability specified in Item 3. of the Declarations of this Policy shall be the Insurer's maximum liability for the entire period.

"Preliminary Inquiry" means a pre-**Claim** written request for an **Insured Person** to appear at a meeting, interview or deposition, or to produce documents, concerning the business of the **Entity** or the **Insured Person's** capacity with the **Entity**, if the request is by:

- a. an **Enforcement Body**; or
- b. the **Entity**, including the board of directors or any committee thereof, arising out of (i) an inquiry or investigation by an **Enforcement Body**, or (ii) an investigation of a security holder derivative demand to bring a lawsuit against an **Insured Person** for a **Wrongful Act**.

Preliminary Inquiry shall not include a **Claim** or any routine or regularly scheduled regulatory or internal inspection, compliance, review, examination, production or audit conducted in an **Enforcement Body's** or the **Entity's** routine or ordinary review, oversight or compliance process.

"Preliminary Inquiry Costs" means the reasonable fees and expenses consented to by the Insurer and incurred by an **Insured Person** solely in connection with the **Insured Person's** preparation for and response to a **Preliminary Inquiry**. **Preliminary Inquiry Costs** shall not include (i) the **Entity's** overhead expenses or any salaries, wages, fees or benefits of its directors, officers or employees, or (ii) the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of the **Entity** or any other third-party.

“Related Claims” means all **Claims** for **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

“Securities Claim” means a **Claim** which is:

- a. brought by any person or entity alleging, based upon, attributable to, or arising out of, in part or in whole, the purchase or sale, or the offer or solicitation of an offer to purchase or sell, any securities of an **Entity**; or
- b. brought by a security holder of an **Entity** in their capacity as such, whether directly, by class action, or derivatively on behalf of the **Entity**.

“Subsidiary,” either in the singular or plural, means:

- a. any organization for which the **Entity**, on or before the inception of the **Policy Period**, either directly or indirectly, has the right, by reason of owning securities in or voting rights with respect to such organization or pursuant to written contract or the by-laws, charter, operating agreement or similar document of such organization or otherwise, (i) to control the management or operations of such organization; or (ii) to elect, appoint or designate a majority of: the Board of Directors if such organization is a corporation; the management committee if such organization is a joint venture or partnership; or the managers or members of the management board if such organization is a limited liability company; or any comparable or equivalent executives if such organization is chartered in any jurisdiction outside the United States of America; and
- b. any foundation, charitable trust, political action committee or other not-for-profit organization sponsored exclusively by the **Entity**.

Coverage afforded under this Policy with respect to **Claims** made against any **Insured Person** of a **Subsidiary** shall only apply for **Wrongful Acts** occurring after the effective time such **Subsidiary** became a **Subsidiary** and prior to the time such **Subsidiary** ceased to be a **Subsidiary**.

“Underlying Insurance” means the insurance listed in Item 5. of the Declarations of this Policy.

“Wrongful Act” means (i) any actual or alleged error, omission, act, misstatement, misleading statement, neglect or breach of duty by the **Insured Persons** in their respective capacities as such or in an **Outside Position**, or (ii) any matter claimed against them solely by reason of their serving in such capacities, provided this subparagraph (ii) shall not apply with respect to an **Insured Person** in his or her capacity as a general partner of an **Entity** that is a partnership.

CONDUCT EXCLUSION

4. The Insurer shall not be liable for **Non-Indemnified Loss** on account of that portion of any **Claim** made against any **Insured Person** based upon, arising out of or attributable to such **Insured Person**:
 - a. gaining any financial profit, remuneration or financial advantage to which such **Insured Person** is not legally entitled if a final and non-appealable adjudication adverse to such **Insured Person** in such **Claim** establishes that such **Insured Person** gained such financial profit, remuneration or financial advantage; or
 - b. committing any deliberately fraudulent **Wrongful Act** or any willful violation of criminal law if a final and non-appealable adjudication adverse to such **Insured Person** in such **Claim** establishes that such **Insured Person** committed such a **Wrongful Act** or willful violation.

However, this Exclusion shall not apply to:

- (i) **Defense Expenses;**
- (ii) **Independent Directors;**

(iii) any employment-related **Claim**; or

(iv) with respect to subparagraph (a) above, any actual or alleged violation of Section 11, 12 or 15 of the Securities Act of 1933, as amended.

To determine the applicability of the foregoing Exclusion, no **Wrongful Act** or knowledge of any **Insured Person** or **Entity** will be imputed to any other **Insured Person**.

For acts or omissions which are deemed to be a criminal violation in a jurisdiction outside of the United States and such acts or omissions would not be deemed to be a criminal violation if such acts or omissions took place in a jurisdiction inside of the United States, the imposition of a criminal sanction or fine in such jurisdiction outside the United States with respect to such acts or omissions will not, by itself, be conclusive proof that a deliberately fraudulent **Wrongful Act** or willful violation of criminal law occurred for purposes of this Exclusion.

CONDITIONS

5. Limit of Liability

Subject to the reinstated and additional Limits of Liability and Sublimit of Liability set forth in Items 3. B., C. and D. of the Declarations of this Policy, the amount stated in Item 3. A. of the Declarations of this Policy is the maximum aggregate liability of the Insurer under this Policy for all **Non-Indemnified Loss** from all **Claims** for which this Policy provides coverage, regardless of the time of payment by the Insurer, and regardless of whether such **Claims** are made during the **Policy Period** or during any Discovery Period (if purchased).

Defense Expenses will be part of and not in addition to the respective Limit of Liability and Sublimit of Liability stated in Item 3. of the Declarations of this Policy, and payment of **Defense Expenses** by the Insurer will reduce such Limit of Liability and Sublimit of Liability.

If the Limit of Liability or Sublimit of Liability applicable to a **Non-Indemnified Loss** is exhausted by the Insurer's payment of **Non-Indemnified Loss**, all obligations of the Insurer under this Policy with respect to such **Non-Indemnified Loss** will be completely fulfilled and exhausted, and the Insurer will have no further obligations of any kind or nature whatsoever under this Policy with respect to such **Non-Indemnified Loss**.

The aggregate Limit of Liability, but not the additional limit of liability set forth in Item 3. C. of the Declarations of this Policy, shall be reinstated as set forth below for no additional premium:

- a. If the Limit of Liability set forth in Item 3. A. of the Declarations is exhausted, this Policy's aggregate Limit of Liability shall be reinstated in the amount set forth in Item 3. B. i. of the Declarations ("First Reinstated Limit of Liability"). Such First Reinstated Limit of Liability shall not apply to any **Claim** for which there has been any payment of **Non-Indemnified Loss** under the aggregate Limit of Liability set forth in Item 3. A. of the Declarations or any other **Claim** based upon, arising out of or attributable to such **Claim**, and such First Reinstated Limit of Liability shall be excess of amounts payable under all other insurance policies that are specifically excess of this Policy and all **Underlying Insurance** providing a similar reinstated limit of liability.
- b. If the First Reinstated Limit of Liability is exhausted, this Policy's aggregate Limit of Liability shall be reinstated a second time in the amount set forth in Item 3. B. ii. of the Declarations ("Second Reinstated Limit of Liability"), solely for **Non-Indemnified Loss** incurred by duly elected or appointed directors of the **Parent Company**. Such Second Reinstated Limit of Liability shall not apply to any **Claim** for which there has been any payment of **Non-Indemnified Loss** under the aggregate Limit of Liability set forth in Item 3. A. of the Declarations or the First Reinstated Limit of Liability of this Policy or any other **Claim** based upon, arising out of or attributable to such **Claim**, and such Second Reinstated Limit of Liability shall be excess of amounts payable under all other insurance policies that are specifically excess of this Policy and all **Underlying Insurance** providing a similar reinstated limit of liability.

6. Defense and Settlement

The Insurer will have no duty under this Policy to defend any **Claim**. No **Defense Expenses** may be incurred, no liability may be admitted, and no settlement of any **Claim** may be made or negotiated without the Insurer's written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Defense Expenses**, admission or settlement to which the Insurer has not consented. The Insurer is entitled to pay **Non-Indemnified Loss** as it becomes due and payable by the **Insured Persons**, without considering the potential for other future **Non-Indemnified Loss**.

The Insurer shall advance covered **Defense Expenses** on a current basis, but no later than sixty (60) days after the receipt by the Insurer of properly itemized and detailed **Defense Expense** invoices. The **Insured Persons** agree that such advancement amounts shall be repaid to the Insurer by the **Insured Persons** severally according to their respective interests if and to the extent it is finally established that any such **Insured Person** shall not be entitled under the terms and conditions of this Policy to coverage for such **Defense Expenses**.

The **Insured Persons** agree to provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and agree that in the event of a **Claim** the **Insured Persons** will do nothing that shall prejudice the Insurer's position or its potential or actual rights of recovery. The Insurer may make any investigation it deems necessary. The Insurer shall have the right and shall be given the opportunity to effectively associate with the **Insured Persons** in the investigation, defense, and settlement (including the negotiation of a settlement) of any **Claim** that appears reasonably likely to be covered in whole or in part by this Policy.

The failure of any **Insured Person** to comply with his or her obligations under this Section 6. shall not impair the rights of any other **Insured Person** under this Policy.

7. Notice/Claim Reporting Provisions

Except as provided below, the **Insured Person** or the **Entity** must give to the Insurer written notice of any **Claim**, with full details, as soon as practicable after the in-house general counsel or risk manager of the **Parent Company** first learns of such **Claim**. If the **Insured Person** and the **Entity** fail to provide notice of a **Claim** to the Insurer as soon as practicable as provided above, the Insurer shall not be entitled to deny coverage for the **Claim** based solely upon late notice unless the Insurer can demonstrate its interests were materially prejudiced by reason of such late notice.

Any **Claim** described in subpart g. or h. of the definition of **Claim** in Section 3. above and any **Preliminary Inquiry** shall be noticed to the Insurer only if and when the **Entity** or the **Insured Persons** elect, in their sole discretion, to give such notice to the Insurer. Coverage under this Policy for any such **Claim** or **Preliminary Inquiry** shall only apply to otherwise covered **Non-Indemnified Loss** incurred after the date notice of such **Claim** or **Preliminary Inquiry** is given to the Insurer.

All notices under this Policy shall be in writing and given by prepaid express courier, certified mail, e-mail or fax properly addressed to the appropriate party. Notice to the **Insured Persons** or **Entity** may be given to the **Parent Company** at the address shown in Item 1. of the Declarations of this Policy. Notice to the Insurer of any **Claim** or potential **Claim** shall be given to:

Mt. Hawley Insurance Company
Attention: Claim Department
9025 North Lindbergh Drive
Peoria, Illinois 61615-1431
Fax: 1-866-692-6796
E-mail: new.claim@rlcorp.com

All other notices to the Insurer under this Policy shall be given to the same addressee but to the attention of the Underwriting Department. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier.

If, during the **Policy Period** or the Discovery Period (if purchased):

- a. the **Insured Persons** first become aware of a circumstance or a **Wrongful Act** which may reasonably give rise to a **Claim**, and
- b. the **Insured Persons** give the Insurer written notice of such circumstance or **Wrongful Act**, including a description of the circumstance or **Wrongful Act**, the identities of the potential claimants, the consequences which have resulted or may result from such circumstance or **Wrongful Act** and how the **Insured Person** first became aware of such circumstance or **Wrongful Act**, and
- c. the **Insured Persons** request coverage under this Policy for any subsequent **Claim** arising from such circumstance or **Wrongful Act**;

then the Insurer will treat any such subsequent **Claim** as if it had been first made during the **Policy Period**.

8. **Renewal**

Except in the event this Policy is cancelled in accordance with Section 9. of this Policy, on each expiration date of this Policy, upon submission of the renewal application and payment of the required premium for such renewal, this Policy shall be renewed to a date one year beyond its previously stated expiration date, unless written notice is given by the Insurer to the **Parent Company** at least sixty (60) days prior to the expiration date of this Policy, or by the **Parent Company** to the Insurer prior to the expiration date of this Policy, that such Policy renewal is not desired.

9. **Cancellation**

This Policy may be canceled by the **Entity** as of the date set forth in a prior notice of termination from the **Entity** to the Insurer, provided the **Entity** may not cancel the Policy after a liquidation or reorganization proceeding described in Section 11. of this Policy is commenced by or against the **Parent Company**. This Policy may not be cancelled by the Insurer, except that this Policy may be cancelled by the Insurer twenty (20) days after the receipt by the **Parent Company** of a written notice of termination from the Insurer based upon failure to pay premium due, unless such premium is received by the Insurer prior to such twentieth (20th) day.

10. **Rescission Waiver**

This Policy shall not be rescinded or voided by the Insurer in whole or in part for any reason.

11. **Bankruptcy**

In the event a liquidation or reorganization proceeding is commenced by or against the **Entity** pursuant to the **Bankruptcy Code**, the **Entity** and the **Insured Persons** hereby:

- a. waive and release any automatic stay or injunction which may apply in such proceeding to this Policy or its proceeds under the **Bankruptcy Code**, and
- b. agree not to oppose or object to any efforts by the Insurer, the **Entity** or any **Insured Person** to obtain relief from any such stay or injunction.

In the event the **Entity** becomes a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country and the aggregate **Non-Indemnified Loss** due under this Policy exceeds the remaining available Limit of Liability, the Insurer shall: (i) first pay such **Non-Indemnified Loss** allocable to **Wrongful Acts** that are actually or allegedly caused, committed, or attempted prior to the **Entity** becoming a debtor in possession, then (ii) with respect to whatever remaining amount of the Limit of Liability is available after payment under (i) above, pay such **Non-Indemnified Loss** allocable to **Wrongful Acts** that are actually or alleged caused, committed, or attempted after the **Entity** became a debtor in possession.

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

12. Acquisitions, Mergers and Subsidiaries

If during the **Policy Period** the **Entity**:

- a. acquires securities or voting rights in another organization, or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**, or
- b. acquires any organization by merger into or consolidation with such **Entity** (the "Event"),

then coverage otherwise afforded under this Policy shall automatically apply, at no additional premium, to the **Insured Persons** of such organization, but only for **Wrongful Acts** committed or allegedly committed after the Event, unless the Insurer agrees by endorsement to provide coverage for **Wrongful Acts** committed or allegedly committed prior to such date.

13. Change of Control

If, during the **Policy Period**:

- a. the **Parent Company** shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or organization or group of persons or organizations acting in concert such that the **Parent Company** is not the surviving entity; or
- b. any person or organization or group of persons or organizations acting in concert shall acquire securities or voting rights which result in such person(s) and organization(s) collectively owning more than fifty percent (50%) of the voting power for the election of directors or equivalent executives of the **Parent Company**;

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

then this Policy shall continue in full force and effect until expiration of the **Policy Period** but only with respect to **Claims** for **Wrongful Acts** occurring prior to the effective time of the Transaction. There shall be no coverage afforded by any provision of this Policy for any **Wrongful Act** occurring after the effective time of the Transaction, and the entire premium for this Policy shall be deemed fully earned as of such time. The **Parent Company** and the **Insured Persons** shall also then have the right to elect a Discovery Period described in Section 14. of this Policy or a greater period as may be negotiated with the Insurer.

The **Parent Company** shall give the Insurer written notice of the Transaction as soon as practicable, but not later than ninety (90) days after the effective date of the Transaction.

14. Discovery Period

If:

- a. either the Insurer or the **Parent Company** refuses or declines to renew this Policy for any reason; or
- b. a Transaction described in Section 13. of this Policy occurs, and

within ninety (90) days after the end of the **Policy Period** the **Parent Company** or the **Insured Persons** elect to purchase a Discovery Period (the "Discovery Period") by paying the respective additional premium set forth in Item 6. of the Declarations for this Policy, then the coverage otherwise afforded by this Policy will be extended for the respective period set forth in Item 6. of the Declarations for this Policy.

Coverage under this Policy for **Claims** first made during the Discovery Period shall only apply to **Claims** for **Wrongful Acts** occurring before the end of the **Policy Period** or the date of any Transaction under Section 13. of this Policy, whichever is earlier. The Limit of Liability for the Discovery Period (if purchased) shall be part of, and not in addition to, the Limit of Liability for the **Policy Period**.

As a condition precedent to the right to exercise the Discovery Period, the total premium for this Policy must have been paid in full.

If the Discovery Period is purchased, the entire premium for the Discovery Period shall be deemed fully earned at its commencement.

15. Marital or Domestic Partner Extension

Subject otherwise to the terms and conditions hereof, this Policy shall cover **Loss** arising from any **Claim** made against the lawful spouse or domestic partner (whether such stature is derived by reason of statutory law, common law, or any other applicable law of any jurisdiction in the world, or under any formal program established by the **Entity**) of an **Insured Person** arising solely out of his or her capacity as the spouse or domestic partner of an **Insured Person**, including such **Claims** that seek damages recoverable from marital community property, property jointly held by the **Insured Person** and the spouse or domestic partner, or property transferred from the **Insured Person** to the spouse or domestic partner; provided, however, this extension shall not afford coverage for **Wrongful Acts** of the spouse or domestic partner. All terms, conditions and other provisions of this Policy which would be applicable to **Non-Indemnified Loss** incurred by the **Insured Person** in such **Claim** shall also apply to loss incurred by the spouse or domestic partner in such **Claim**.

16. Outside Position Coverage

All coverage under this Policy for **Non-Indemnified Loss** as a result of **Claims** against **Insured Persons** for **Wrongful Acts** in their **Outside Positions** will be specifically excess of, and will not contribute with, the amount of payment from any other valid and collectible management liability insurance available to such **Insured Persons** by reason of their service in such **Outside Positions**.

17. Representations; Severability

The **Insured Persons** represent that the particulars and statements contained in or attached to the Application for this Policy are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of those representations, and agree that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy.

No knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person** for purposes of this Policy.

This Policy is signed for the Insurer by its authorized officers. It is countersigned on the Declarations, where required by law, by a duly authorized agent of the Insurer.

18. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the **Insured Persons'** rights of recovery, including without limitation rights of recovery from the **Entity** for indemnification or advancement. The **Insured Persons** shall execute and deliver all instruments and papers and do whatever else is necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insured Person**. The Insurer shall not exercise its rights of subrogation against an **Insured Person** unless and to the extent Exclusion 4. applies to such **Insured Person**. Any recoveries by the Insurer of **Non-Indemnified Loss** paid under this Policy shall be the sole property of the Insurer, but the amount of such recoveries, minus all costs incurred by the Insurer to obtain such recoveries, shall reinstate, as of the date each recovery is received by the Insurer, the limits of liability of this Policy that were eroded or exhausted by such payment.

19. Other Insurance and Indemnification

The **Insured Persons** and the **Entity** understand and agree that all coverage under this Policy shall be specifically excess over, and shall not contribute with:

- a. all indemnification (other than insurance) to which the **Insured Persons** may be entitled from any source, including but not limited to the **Entity** or any **Outside Entity**; and

- b. the **Underlying Insurance** and any other valid and collectible insurance maintained by the **Entity**, an **Outside Entity** or any other entity, whether such other insurance is stated to be primary, contributory, excess, or otherwise, unless such other insurance is (i) expressly excess of this Policy by specific reference in such other policy to this Policy, or (ii) a personal liability or umbrella insurance policy purchased by an **Insured Person**.

However, if **Non-Indemnified Loss** which is otherwise covered under this Policy is not paid by the **Underlying Insurance** or by such other insurance or indemnification, this Policy will pay such **Non-Indemnified Loss** notwithstanding the existence of the **Underlying Insurance** or such other insurance or indemnification right, subject to all of the terms, conditions and limitations of this Policy and without prejudice to the Insurer's excess position or subrogation rights against the **Underlying Insurance** or such other insurance or indemnification.

If the Insurer pays under this Policy any **Defense Expenses** or other **Non-Indemnified Loss** for which the **Entity** is legally permitted or required and financially able to advance or indemnify, then the **Entity** shall reimburse the Insurer for such amounts, and such amounts shall become immediately due and payable as a direct obligation of the **Entity** to the Insurer.

Except as provided in Section 2. above, this Policy shall not be subject to the terms or conditions of any other insurance. The Insurer does not waive, compromise or release any of its rights to recover **Non-Indemnified Loss** paid under this Policy from the insurer(s) of the **Underlying Insurance** or any other insurance under which coverage may be owed, or from any person or entity from which **Insured Persons** are entitled to indemnification.

20. **Worldwide Territory**

Coverage under this Policy shall extend to **Wrongful Acts** taking place, **Non-Indemnified Loss** incurred or **Claims** made anywhere in the world.

21. **Valuation and Foreign Currency**

All premiums, limits, retentions/deductibles, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of loss under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

22. **Authorization**

The **Parent Company** shall act on behalf of all **Insured Persons** with respect to the giving and receiving of notice of nonrenewal, the payment of premiums and the receiving of any return premiums that may become due under this Policy and the negotiation, agreement to and acceptance of any endorsements issued to form a part of this Policy. In addition to any right of the **Insured Persons**, the **Parent Company** may also act on behalf of all **Insured Persons** with respect to the notice of **Claims** and the exercising or declining to exercise any right to a Discovery Period.

23. **Action Against the Insurer**

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

Only if requested by the **Insured Persons**, the Insurer shall submit any dispute, controversy or claim arising out of or relating to this Policy or the breach, termination or invalidity thereof to final and binding arbitration pursuant to such rules and procedures as the parties may agree. If the parties cannot so agree, the arbitration shall be administered by the American Arbitration Association in accordance with its then prevailing commercial arbitration rules. The arbitration panel shall consist of one arbitrator selected by the **Insured Persons**, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators. In any such arbitration, each party will bear its own legal fees and expenses.

24. Assignment

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

25. Changes

The terms and conditions of this Policy shall not be waived or changed, except by endorsement issued to form a part of this Policy.

26. State Amendatory Inconsistency

In the event that there is an inconsistency between a state amendatory endorsement attached to this Policy and any other term or condition of this Policy, then the Insurer shall to the extent permitted by law apply whichever of such inconsistent provisions is most favorable to the **Insured Persons**.

27. Appeals

If the **Insured Persons** or the insurer(s) of the **Underlying Insurance** elect not to appeal a judgment, the Insurer may elect to make such appeal at its own expense, and shall be liable for any increased award, taxable costs and disbursements and any additional interest incidental to such appeal to the extent such payments are not covered by other valid and collectible insurance.

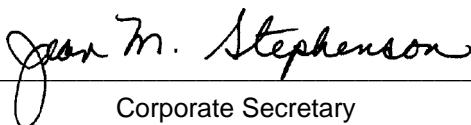
28. Headings

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

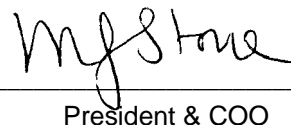
29. Entire Agreement

The **Insured Persons** agree this Policy, including the Application and any endorsements, constitutes the entire agreement between the **Insured Persons** and the Insurer or any of its agents relating to this insurance.

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.



Corporate Secretary



President & COO