



### THIRD PARTY CLAIMS ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following:

Employment Practices Liability Coverage Part

The section captioned **Insuring Agreement** is deleted in its entirety and replaced with the following:

The Insurer shall pay on behalf of **Named Company**, any **Subsidiary** or any **Insured Person Loss** resulting from any **Claim** first made against the **Named Company Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, by or on behalf of:

- a. a natural person who is an **Employee** or applicant for employment for a **Wrongful Employment Practice**;
- b. any other natural person, but solely for a **Wrongful Employment Practice** as described in paragraph c and d of the definition of **Wrongful Employment Practice**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**NAMED COMPANY INSUREDS ENDORSEMENT**

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following:

General Terms & Conditions

The section captioned, **DEFINITIONS** is amended as follows:

The definition of **Named Company Insureds**, is deleted in its entirety and replaced with the following:

- **Named Company Insureds** means the Named Company, any Subsidiary, Plans and Insured Persons covered under any Coverage Part.

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**POLICYHOLDER NOTICE**  
**Economic and Trade Sanctions Conditions**

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the Policy:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

---

ENDORSEMENT NUMBER: 3

POLICY NUMBER:

ISSUED TO: Anastasi Construction Company, Inc.

EFFECTIVE DATE OF ENDORSEMENT:

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative \_\_\_\_\_

(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

**THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE AND PRICE OF YOUR POLICY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. YOUR INDEPENDENT INSURANCE AGENT WILL BE ABLE TO EXPLAIN THE TERMS OF THE CONTRACT IN DETAIL.**

---

ENDORSEMENT NUMBER: 3

POLICY NUMBER:

ISSUED TO: Anastasi Construction Company, Inc.

EFFECTIVE DATE OF ENDORSEMENT:

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative \_\_\_\_\_

(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the Policy:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

---

ENDORSEMENT NUMBER: 4  
POLICY NUMBER:  
ISSUED TO: Anastasi Construction Company, Inc.  
EFFECTIVE DATE OF ENDORSEMENT:

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative \_\_\_\_\_  
(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



## IMPORTANT INFORMATION

### NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM

#### **THIS NOTICE DOES NOT FORM A PART OF YOUR POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY**

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

#### CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally the Act provides that to be certified an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage for your policy is \$0.

#### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

**LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE AND CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

Wherever used in this endorsement: 1) "We" means the insurer listed on the policy declarations page; and 2) "Your" means the Named Insured listed on the policy declarations page.

This endorsement modifies insurance provided under "your" policy.

In consideration of the premium charge of \$ 0, it is agreed as follows:

This policy provides coverage for losses arising from "Certified Acts of Terrorism" subject to all other terms and conditions of this policy.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and "we" have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**2007 EPACK ENHANCEMENT ENDORSEMENT  
GENERAL TERMS AND CONDITIONS**

Any term in bold, not defined herein is defined in an applicable coverage part.

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms and Conditions is amended as follows:

1. Section **II. DEFINITIONS** is amended to add the following new Definition:

- **Domestic Partner** means any person qualifying as such under any federal, state or local laws or under **Named Company** or any **Subsidiary's** employee benefit plans.

2. Section **IV. ESTATES/LEGAL REPRESENTATIVES/SPOUSES** is deleted in its entirety and replaced with the following:

**IV. ESTATES/LEGAL REPRESENTATIVES/SPOUSES**

The estates, heirs, legal representatives, assigns, spouses and any **Domestic Partner** of **Insured Persons** shall be considered **Named Company Insureds** under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a claim arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such claim seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this Policy, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

3. Section **VI. DEFENSE/SETTLEMENT/ALLOCATION**, is amended as follows:

- Paragraph 2.a. Consent is deleted in its entirety and replaced with the following:

a. Consent

The Insurer shall not settle a **Claim** without the written consent of the **Named Company**. If the **Named Company** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability for all **Loss** including **Defense Costs** under this Policy shall not exceed, subject in all events to the applicable Retention Amount and the available Limit of Liability set forth in Item 5 of the Declarations:

- (i) the amount of the proposed settlement plus **Defense Costs** incurred up to the date of the **Named Company's** refusal to consent to proposed settlement of such **Claim**;

plus:

- (ii) Eighty percent (80%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above will be borne by the **Named Company Insured**, uninsured and at its own risk, notwithstanding anything to the contrary contained in the section titled Allocation.



- The following new provisions are added:

- Allocation

If a **Claim** made against the **Named Company Insureds** includes both covered and uncovered matters, or if a **Claim** is made against **Named Company Insureds** who are extended coverage therefor and others (including **Named Company Insureds**) who are not extended coverage therefor, the **Named Company Insureds** agree that coverage will apply as follows:

**Defense Costs:** reasonable and necessary **Defense Costs** incurred by such **Named Company Insured** from such **Claim** shall be considered covered **Loss**; and

**Loss** other than **Defense Costs:** all remaining loss incurred by such **Named Company Insured** from such **Claim** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

- Priority Of Payment

Whenever a judgment is rendered on a **Claim** covered by this Policy, or whenever all parties to a **Claim** agree to a settlement, and such judgment or settlement involves **Loss** covered under the Directors and Officers Liability Coverage Part and the Entity Liability Coverage Part, the Insurer shall pay the amount of **Loss** due under the Directors and Officers Liability Coverage Part first up to the remaining Limit of Liability available under the Policy and shall then pay any amount of **Loss** due under the Entity Liability Coverage Part up to the remaining Limit of Liability available under the Policy. Thereafter, any remaining Limit of Liability available under the Policy shall then pay any amount of **Loss** due under any other Coverage Part.

Nothing herein shall be deemed to require the delay or postponement of the payment of any other **Claim** subsequently reported to the Insurer but on which a judgment or settlement occurs prior to the judgment or settlement on an earlier reported **Claim**, regardless of the impact such payment has on the available limits of liability for paying the **Claim** first reported to the Insurer.

Nothing herein shall be construed to increase the maximum aggregate Limit of Liability of the Insurer for all **Loss** under this Policy, regardless of the number of **Claims** made against the **Named Company Insureds**.

4. Section **VII. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**, Paragraph 2., all the language before subparagraph a. is deleted in its entirety and replaced as follows:

2. If, during the **Policy Period** or the Extended Reporting Period, if applicable, the **Named Company Insureds** first become aware of a specific circumstance which may reasonably give rise to a future **Claim** and during such period give written notice to the Insurer of:

5. Section **XIV., COVERAGE FOR NEW SUBSIDIARIES AND PLANS**, Paragraph 1. is deleted in its entirety and replaced by the following:

1. If, after the effective date of this Policy, (i) **Named Company** or any **Subsidiary** creates or acquires an entity or plan, or (ii) **Named Company**, any **Subsidiary** or any **Plan** merges with another entity or plan such that **Named Company**, any **Subsidiary** or any **Plan** is the surviving entity or plan, then such entity or plan, and any subsidiaries, plans, directors, officers, trustees or employees of such entity or plan who otherwise would thereby become a **Named Company Insured**, shall be covered under this Policy, subject to its terms and conditions automatically for 90 days following such creation, acquisition or merger; and after such 90 days, only if:



- a. the fair value of all cash, securities, assumed indebtedness and other consideration paid by **Named Company**, any **Subsidiary** or any **Plan** in such transaction does not exceed 50% of the total consolidated assets of **Named Company** as of the date of **Named Company's** most recent audited consolidated financial statement prior to such transaction; or
- b. other than as described in paragraph a immediately above, the Insurer, at its sole option upon submission of such information as the Insurer may require, and payment of any additional premium and/or amendment of the provisions of the Policy, agrees to provide coverage for such subsidiaries, plans, directors, officers or employees.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**2007 EPACK ENHANCEMENT ENDORSEMENT  
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Employment Practices Liability Coverage Part, is amended as follows:

1. Section II. **DEFINITIONS** is amended as follows:

The definition of **Claim** is deleted in its entirety and replaced with the following:

- **Claim** means:
  - a. a written demand for monetary damages, or
  - b. a formal civil, administrative, or regulatory proceeding or investigation or an arbitration, or
  - c. a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations.

against any **Named Company Insured**, alleging a **Wrongful Employment Practice** including any appeal therefrom.

The definition of **Employee** is amended to add the following new language:

- **Employee** shall also mean independent contractors and volunteers acting on behalf of and at the specific direction of the **Named Company** or any **Subsidiary**.

The Definition of **Wrongful Employment Practice** is amended to add the following new language:

- **Wrongful Employment Practice** shall also mean:
  - employment-related libel, slander or humiliation;
  - negligent hiring; and
  - negligent supervision;

3. Section III. **EXCLUSIONS**, Paragraph 1. Exclusions Applicable to All Loss, is amended as follows:

paragraph b is deleted in its entirety and replaced as follows:

- b. based upon, directly or indirectly arising out of, or in any way involving:
  - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
  - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;

paragraph e. is deleted in its entirety

paragraph g. is amended to add the following new language

- However, this exclusion shall not apply to a **Claim** for retaliation or wrongful termination arising out of the foregoing;



paragraph h. is deleted in its entirety and replaced as follows:

- h. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (ii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Occupational Safety and Health Act of 1970 (OSHA), or (vi) any similar federal, state or local law. However, this exclusion shall not apply to any **Claim** for retaliation or wrongful termination based upon a claimant's exercise of a right pursuant to any such laws; or

The following new exclusion is added:

- for any actual or alleged violation of **ERISA or any Similar Act**; however, this exclusion shall not apply to any **Claim** for retaliation or wrongful termination based upon a claimant's exercise of a right pursuant to such law; or

4. The following new Section is added:

**RISK MITIGATION CREDIT**

The Insurer will reduce **Named Company** or any **Subsidiary's** retention for a **Claim** by 50%, up to \$10,000, whichever is less, if the **Named Company** or any **Subsidiary**, involved in such **Claim**, demonstrates, to our reasonable satisfaction, the existence of the following four (4) conditions:

1. A copy of the **Named Company** or any **Subsidiary's** written policy on sexual harassment which has been distributed to all employees;
2. A copy of the **Named Company** or any **Subsidiary's** written policy on discrimination which has been distributed to all employees;
3. A copy of the **Named Company** or any **Subsidiary's** written policy on employee grievance or complaint procedure; and
4. Proof that all directors, officers and managers of the **Named Company** or any **Subsidiary** have attended outside training and education programs on sexual harassment within the last 24 months prior to the filing of a **Claim**;

In the event that one **Claim** is eligible for both this Risk Mitigation Credit Section and the Mediation provision found in the General Terms & Conditions, Section VI. Paragraph 2.b., then the **Named Company** or any **Subsidiary** shall receive only the benefit of one retention credit, but not both. In no way shall either section be construed to afford any more than a total of 50% or \$10,000 credit toward any one retention for any one **Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**2007 EPACK ENHANCEMENT ENDORSEMENT  
DIRECTORS & OFFICERS COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Directors & Officers Liability Coverage Part is amended as follows:

1. The following new Sections are added:

**SUPPLEMENTARY PAYMENTS**

The Insurer shall reimburse the **Named Company Insured**, subject to the aggregate Limit of Liability, up to \$250,000.00 **Investigative Costs**, which any **Insured Person** becomes legally obligated to pay pursuant to a **Securities Claim** during the **Policy Period**. This supplementary payment is part of and not in addition to the Limit of Liability for the Directors & Officers Liability Coverage Part stated in Item 5 of the Declarations, plus the Additional Limit of Liability noted below.

**ADDITIONAL LIMIT OF LIABILITY**

There shall be an additional Limit of Liability available only for that part of **Loss** which the **Named Company** or any **Subsidiary** thereof are not required, or have determined that they are not permitted by law, to indemnify the **Insured Persons** for such **Loss**, provided that

- Such Additional Limit shall not exceed \$1,000,000;
- Such additional Limit of Liability is in addition to and not part of the Directors and Officers Liability Coverage Part Limit of Liability as set forth in the Schedule in Item 5. of the Declarations Page; and
- The Additional Limit of Liability shall be specifically excess of the Limits of Liability under the Directors and Officers Liability Coverage Part Limit of Liability and shall not be available unless and until such D&O Limit is exhausted.

2. **Section II, DEFINITIONS** is amended as follows:

- The following new definition is added:

**Investigative Costs** means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** or employees) incurred by the **Named Company** or **Subsidiary** in connection with the **Named Company's** or a **Subsidiary's** investigation or evaluation of any **Securities Claim**.

The definition of **Claim** is deleted in its entirety and replaced with the following:

- **Claim** means:
  - a. a written demand for monetary damages or non-monetary relief,
  - b. a civil or criminal adjudicatory proceeding or arbitration,
  - c. a formal administrative or regulatory adjudicatory proceeding,
  - d. a formal civil, criminal, administrative or regulatory investigation,
  - e. a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations.

against an **Insured Person**, alleging a **Wrongful Act**, including any appeal therefrom;



- The definition of **Insured Persons** is deleted in its entirety and replaced with the following:
  - **Insured Persons** means:
    - a. all past, present or future duly elected or appointed directors and/or officers of **Named Company** or any **Subsidiary** and managers in the event the **Named Company** or such **Subsidiary** is a limited liability company or, with respect to a **Subsidiary** incorporated outside the United States, their functional equivalent; and
    - b. all past, present or future full-time or part-time employees of **Named Company** or any **Subsidiary**, including seasonal and temporary employees and employees leased or loaned to **Named Company** or any **Subsidiary**.
  
- 3. Section **III. OUTSIDE POSITIONS COVERAGE**, paragraph 1. is deleted in its entirety and replaced with the following:
  - 1. **Not-For-Profit Outside Entity** means any organization exempt from federal income taxation pursuant to 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended.
  
- 4. **Section IV. EXCLUSIONS**, Subsection 1. Exclusions Applicable to All Loss,
  - Exclusion c. is deleted in its entirety and replaced as follows:
    - c. based upon, directly or indirectly arising out of, or in any way involving:
      - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
      - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
  
  - Exclusion g. is deleted in its entirety and replaced as follows:
    - g. by or on behalf of any of the other **Insured Persons** in any capacity, except and to the extent that:
      - (1) such **Claim** is by an officer who is not a director of **Named Company** for any employment-related **Wrongful Act**; or
      - (2) such **Claim** is made against an director or officer of **Named Company** for any employment-related **Wrongful Act**; or
      - (3) such **Claim** is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Coverage Part; or
      - (4) such **Claim** is brought by a former director or officer of **Named Company**; for purposes of this section, former director or officer shall mean any natural person who previously served as, but is currently not, nor has not been a director or officer of **Named Company** for at least four (4) years;



- Exclusion h. is deleted in its entirety and replaced as follows:
  - h. by, on behalf of, or for the benefit of **Named Company** or any **Subsidiary**, or by any security holder of **Named Company** or any **Subsidiary**, whether it be an individual, class or derivative action, except and to the extent that:
    - (i) such **Claim** is brought and maintained solely by persons acting totally independently of and totally without the solicitation, assistance, participation or intervention of **Named Company**, any **Subsidiary** or any of the **Insured Persons** (or the solicitation, assistance, participation, or intervention of such **Insured Person** is protected under a federal or state whistleblower statute or any regulation promulgated thereunder); or
    - (i) such **Claim** is brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner or receiver for **Named Company** or any **Subsidiary** or any assignee of such trustee, examiner or receiver;
- Exclusion j. is amended to add the following new language:
  - It is further provided that the foregoing exclusion shall not apply to the extent that such **Claim** is made by a security holder of the **Named Company** for the failure of the **Named Company** to undertake or complete the initial public offering or sale of securities of the **Named Company**. Nor shall this exclusion apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**2007 EPACK ENHANCEMENT ENDORSEMENT  
ENTITY LIABILITY COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Entity Liability Coverage Part is amended as follows:

1. Section **II. DEFINITIONS** is amended as follows:

- The Definition of **Claim** is amended to add the following new language:
  - a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations
- The Definition of **Loss** is amended as follows:
  - i. Subparagraph (iv) is deleted in its entirety.
  - ii. A new paragraph is added as follows:

**Loss** shall include punitive or exemplary damages and the amount of any multiplied damage award which is in excess of the damage award so multiplied, if insurable, to the fullest extent permitted by any applicable law. Where the **Named Company** or any **Subsidiary** reasonably determine that punitive, exemplary or multiplied damages are insurable under any applicable law, the Insurer shall not challenge that determination of insurability.

2. Section **III. EXCLUSIONS**, Paragraph 1. Exclusions Applicable to All Loss, is amended as follows:

- paragraph a is deleted in its entirety and replaced as follows:
  - a. for any actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to or destruction of any tangible property including loss of use;
- paragraph c. is deleted in its entirety and replaced as follows:
  - c. based upon, directly or indirectly arising out of, or in any way involving:
    - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part; or
    - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
- paragraph k is amended by the addition of the following language:
  - However, this exclusion shall not apply to the extent that such **Claim** is made by a security holder of the **Named Company** for the failure of the **Named Company** to undertake or complete the initial public offering or sale of securities of the **Named Company**. Nor shall the exclusion apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



### Specific Litigation Exclusion Endorsement

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following Coverage Parts if purchased:

- Employment Practices Liability Coverage Part
- Directors & Officers Liability Coverage Part
- Entity Liability Coverage Part (General Coverage)
- Fiduciary Liability Coverage Part
- Miscellaneous Professional Liability Coverage Part
- Media Liability Coverage Part

The section captioned, **EXCLUSIONS**, Exclusions Applicable to all **Loss**, is amended by the addition of the following exclusion:

- based upon, directly or indirectly arising out of, or in any way involving:  
  
Dominick Wells matter or any fact, circumstance, situation, transaction or event underlying, alleged in or related to such lawsuit.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## ENTITY LIABILITY COVERAGE PART EXCLUSIONS ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that the *Entity Liability Coverage Part (General Coverage)* is amended as follows:

1. The section captioned **EXCLUSIONS**, Exclusions Applicable to All **Loss**, is amended by the addition of the following exclusions:
  - based upon, directly or indirectly arising out of, or in any way involving:
    - (1) charges of price fixing, restraint of trade, monopolization or unfair trade; or
    - (2) any actual or alleged violation of:
      - (a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade; or
      - (b) any rules or regulations promulgated under or in connection with the above statutes; or
      - (c) any similar provision of any state, federal or local statutory law or common law;
  - for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property rights;
  - for any actual or alleged libel, slander or other form of defamation;
  - based upon, directly or indirectly arising out of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;
  - by any third party or independent contractor alleging any actual or alleged:
    - (1) discrimination or harassment including but not limited to violation of any federal, state or local laws (whether common-law or statutory) concerning discrimination including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866; or
    - (2) violation of the Fair Labor Standards Act as amended, or any other federal, state or local statutory law or common law anywhere in the world governing wage, hour and payroll policies;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)