

PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE
(This Insurance Is On A Claims Made Basis)

Underwriters do hereby agree that in consideration of the payment of the premium and in reliance upon the statements in the application which is made a part hereof and subject to the Limits of Liability, Exclusions, Conditions and other terms of this Insurance, as follows:

INSURING AGREEMENTS

I. COVERAGE AND BENEFITS

To pay on behalf of the Insured Damages and Claims Expenses which the Insured shall become legally obligated to pay because of any Claim or Claims first made against any Insured and reported to the Underwriters during the Period of Insurance or Extended Reporting Period, if purchased, arising out of any error or omission of the Insured in rendering or failing to render the Professional Services as stated in Item 8 of the Declarations, for others on behalf of the Named Insured designated in Item 1 of the Declarations and caused by the Insured except as excluded or limited by the terms, conditions and exclusions of this Policy.

II. LIMITS OF LIABILITY

A. The Limit of Liability stated at Item 3(a) of the Declarations as “each claim” is the limit of the Underwriters’ liability for all Damages and Claims Expenses arising out of the same, related or continuing Professional Services without regard to the number of Insureds, Claims or claimants.

B. The Limit of Liability stated at Item 3(b) of the Declarations as “annual aggregate” is the total limit of the Underwriters’ liability for all Damages and Claims Expenses arising out of all Claims or circumstances which might lead to a Claim which are covered under the terms and conditions of this Policy.

III. DEDUCTIBLE

The Deductible amount stated in Item 4 of the Declarations, shall be paid by the Insured and shall apply to each Claims and shall include Claims Expenses. The Insured shall make direct payments within the deductible to appropriate other parties designated by the Underwriters.

IV. DEFENSE AND SETTLEMENT (INCLUDED IN THE LIMITS OF LIABILITY)

1. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, any Claim against the Insured covered by this Insurance, even if any of the allegations of the Claim are groundless, false or fraudulent.

2. It is agreed that the Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses.



3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and with respect to coverage.

4. If the Insured shall refuse to consent to any settlement or compromise recommended by the Underwriters and elects to contest the Claim, Underwriters' liability for any Damages and Claims Expenses shall not exceed the amount for which the Claim could have been settled, plus the Claims Expenses incurred up to the time of such refusal, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.

5. It is further agreed that the Underwriters shall have no obligation to pay any Damages or Claims Expenses, or to undertake or continue defense of any suit or proceeding after the applicable limit of the Underwriters' liability has been exhausted by payment of Damages or Claims Expenses or after deposit of the applicable policy limit in a court of competent jurisdiction.

DEFINITIONS

Whenever used in this Policy, the following terms are defined as follows:

INSURED

The unqualified word "Insured" whenever used in this policy means:

- (a) the individual, partnership or corporation designated as the Named Insured in Item 1 of the Declarations;
- (b) any partner, executive officer, director, or salaried employee of the Named Insured while acting within the scope of their duties as such;
- (c) any former partner, director, executive officer or salaried employee of the Named Insured for acts committed while acting within the scope of their duties as such;
- (d) the estate, heirs, executors, administrators, assigns and legal representatives of any Insured in the event of such Insured's death, incapacity, insolvency or bankruptcy, but only to the extent that such Insured would otherwise be provided coverage under this Insurance.

DAMAGES

"Damages" means a monetary judgement, award or settlement.

PERIOD OF INSURANCE

"Period of Insurance" means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any Extended Reporting Period hereunder.

CLAIM

“Claim” means a demand received by any Insured for money or services, including the service of suit or demand for arbitration.

CLAIMS EXPENSES

“Claims Expenses” means:

- (1) fees charges by an attorney(s) designated by the Underwriters; and
- (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the Insured with the written consent of the Underwriters.
- (3) Claims Expenses does not include any salary, overhead or other charges by the Insured for any time spent in co-operating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this Insurance.

EXTENDED REPORTING PERIOD

A. In the event of cancellation or non-renewal of this Insurance by the Underwriters, the Named Insured shall have the right, upon payment in full of 100% of the Premium to 12 months to report Claims first made against any Insured and reported to the Underwriters during the said 12 months which arise out of any error or omission occurring prior to the cancellation or non-renewal of the policy, subject to the conditions set forth in this definition. In order for the Named Insured to invoke this option, the payment of the additional premium must be made to Underwriters within 30 days of the non-renewal or cancellation.

B. The Limit of Liability for this 12 months shall be part of, and not in addition to, the Limit of Liability of the Underwriters for the Period of Insurance.

C. This right shall not be available to the Named Insured where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an Insured to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable Deductible.

D. At the commencement of this period the entire premium shall be deemed earned, and in the event the Named Insured terminates this option for any reason prior to its natural expiration, Underwriters will not be liable to return any additional premium.

The quotation by Underwriters of a different premium or Deductible or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.

EXCLUSIONS

The coverage under this Insurance does not apply to Damages or Claims Expenses incurred with respect to any claim:

1. arising out of any criminal, dishonest, fraudulent, malicious or intentional act, error or omission of any Insured, committed by or at the direction of the Insured;
2. by one Insured under this Insurance against another Insured under this Insurance;
3. for personal injury, including but not limited to bodily injury, mental anguish, emotional distress or sickness, disease or death of any person, unless arising out of an error or omission of the Insured;
4. for injury to or destruction of any tangible property, including the loss of use thereof;
5. directly or indirectly relating to the actual, potential, alleged or threatened presence of any mold, mildew, fungi, spores or any other growth or organic matter of any kind whatsoever;
6. arising out of the insolvency, liquidation or bankruptcy of any Insured or of any other entity including but not limited to the failure, inability, or unwillingness to pay Claims, losses, or benefits due the insolvency, liquidation or bankruptcy of any such individual or entity;
7. arising out of any Insured's activities as a trustee, partner, officer, director or employee of any employee trust, charitable organisation, corporation, company or business other than that of the Named Insured;
8. made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any Insured or in which any Insured is a trustee, partner, officer, director or employee;
9. arising out of any errors or omissions that took place prior to the effective date of this Insurance, if any Insured on the effective date knew or could have reasonably foreseen that such errors or omissions might be expected to be the basis of a Claim;
10. or circumstance which any Insured has given notice to the insurer of any other policy;
11. arising out of or relating to any liability assumed by any Insured under any contract or agreement, whether written or oral, including but not limited to any express warranties or guarantees, or estimates of cost, unless such liability would have attached to the Insured in the absence of such agreement;
12. arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;



13. based upon or arising out of the violation or alleged violation of any of the following laws: the Securities Act of 1933, the Securities and Exchange Act of 1934, the Investment Company Act of 1940, The Public Utility Holding Company Act of 1935, and any state Blue Sky law or other law governing securities transactions, to include amendments to and rules and regulations adopted under any of the foregoing laws;
14. for any punitive or exemplary damages, any damages which are a multiple of compensatory damages, fines, sanctions or penalties, or the return of or reimbursement for fees, costs or expenses charged by any Insured. If a Claim is made against the Insured for an alleged error or omission falling within the scope of coverage afforded by this policy seeking both compensatory and punitive or exemplary damages or damages which are a multiple of compensatory damages, fines, sanctions or penalties, then Underwriters shall have the right to assume the defense of such claim but shall not be liable for payment of such punitive or exemplary damages or damages which are a multiple of compensatory damages, fines, sanctions or penalties;
15. arising out of libel or slander or other defamatory or disparaging material, or a publication of an utterance in violation of an individual's right to privacy;
16. arising out of plagiarism, infringement of copyright or trademark or patent;
17. arising out of discrimination including but not limited to discriminatory employment practices;
18. arising from the failure to buy or maintain any form of insurance, suretyship or bond;
19. due to, based upon or arising out of, directly or indirectly, or in any way involving seepage, pollution or contamination of any kind;
20. arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
21. arising out of the actual or alleged commingling of or inability or failure to pay, collect or safeguard funds;
22. arising out of or based upon a loss alleged to have been sustained through fluctuation in the market value of any security or property including real property;
23. incurred in any matter based upon, arising from or in consequence of any actual or alleged failure of any computer hardware or computer software program or system to recognise correctly or effectively any date or date change.
24. The coverage under this Insurance does not apply to Damages or Claims Expenses incurred with respect to any claim or circumstance that might lead to a Claim arising out of any error or omission which took place, or is alleged to have taken place, prior to the retroactive date as set forth in Item 6 of the Declarations.

CONDITIONS

1. Notice of Claim or circumstance that might lead to a Claim

A. If a Claim is made against any Insured, the Insured shall immediately forward to Underwriters through persons named in Item 7 of the Declarations every demand, notice, summons or other process received by them or their representative.

B. If during the Period of Insurance the Insured first becomes aware of an error or omission that could reasonably be the basis for a Claim it must give written notice to Underwriters through persons named in Item 7 of the Declarations as soon as practicable and during the Period of Insurance of:

- (1) the specific error or omission; and
- (2) the injury or damage which may result or has resulted from the error or omission; and
- (3) the circumstance by which the Insured first became aware of the error or omission.

Any subsequent Claim made against the Insured which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to Underwriters.

C. In the event of non-renewal of this Insurance by the Underwriters, the Insured shall have thirty (30) days from the expiration date of the Period of Insurance to notify Underwriters of Claims made against the Insured during the Period of Insurance which arise out of any error or omission occurring prior to the termination date of the Period of Insurance and otherwise covered by this Insurance.

D. If any Insured shall make any claim under this Policy knowing such claim to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

2. Assistance and Co-operation of the Insured

The Insured shall co-operate with the Underwriters in all investigations, including investigations regarding the application and coverage under this Policy and, upon Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation other than an employee of any Insured who may be liable to the Insured because of errors or omissions with respect to which insurance is afforded under this Policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate any judgement or award or otherwise dispose of any Claim without the consent of the Underwriters.

3. Cancellation

A. This Policy of Insurance may be cancelled by the Named Insured by surrender thereof to Underwriters or by mailing to Underwriters written notice stating when thereafter the cancellation shall be effective. This Insurance may be cancelled by the Underwriters by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than 30 days thereafter such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due this Insurance may be cancelled by the Underwriters by mailing a written notice of cancellation to the Named Insured at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notices shall become the end of the Period of Insurance. Delivery (where permitted by law) of such written notice either by the Named Insured or by the Underwriters shall be equivalent to mailing.

B. If the Named Insured cancels this Insurance, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Underwriters cancel this Insurance, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

4. Mergers and Acquisitions

The Named Insured shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition by or of the Named Insured and Underwriters expressly reserve the right to demand a premium adjustment if this Insurance is to remain in force subsequent to any merger or acquisition.

5. Subrogation

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Insured's rights of recovery therefore against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the payment of Damages by Underwriters to prejudice such rights.

6. Other Insurance

This Insurance shall apply in excess of any other valid and collectible insurance available to any Insured, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

7. Territory

This Insurance applies to errors or omissions which take place anywhere in the world provided the Claim is made against the Insured in the United States of America, its territories or possessions or Canada.

8. Entire Contract

By acceptance of this Policy the Insured agrees that the statements in the Declarations and application are their agreements and representations, that this Insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Underwriters relating to this Insurance.

ACTION AGAINST UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Insurance, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement or award against the Insured after actual trial, arbitration or by written agreement of Underwriters.

CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver of a change in any part of this Insurance or estop the Underwriters from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Insurance signed by Underwriters.

ASSIGNMENT

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, such Insurance shall cover the Insured's legal representative as the Insured as would be permitted by this Policy.

SERVICE OF SUIT

1. It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Insurance, Underwriters hereon, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State of the United States, all of which rights Underwriters may expressly reserve. It is further agreed that service of process in such suit may be made upon the Underwriters' representative, designated in Item 9 of the Declarations, and that in any suit instituted against one of them upon this contract, Underwriters will abide by the final decision of such court in the event of an appeal.



2. The Underwriters' representative, designated in Item 9 of the Declarations, is authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured to give written undertaking to the Named Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the Underwriters' representative, designated in Item 9 of the Declarations, as the person to whom the said officer is authorised to mail such process or a true copy thereof.

MISC/GSC002

DECLARATIONS

Attaching to and forming part of
PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE POLICY NUMBER:

This Insurance is effected with certain Underwriters at Lloyd's

**THIS IS A CLAIMS MADE PROFESSIONAL LIABILITY
INSURANCE POLICY. PLEASE READ CAREFULLY.**

1. NAMED INSURED:
ADDRESS:
2. PERIOD OF INSURANCE: FROM:
TO:
12.01 AM STANDARD TIME AT THE ADDRESS SHOWN IN NUMBER 1 ABOVE.
3. LIMIT OF LIABILITY:
(a) \$ Each claim - includes Claims Expenses.
(b) \$ Annual Aggregate - includes Claims Expenses.
4. DEDUCTIBLE: \$ Each Claim deductible - includes Claims Expenses
5. GROSS PREMIUM: US \$
6. RETROACTIVE DATE:
7. NOTICE OF CLAIM TO:
8. PROFESSIONAL SERVICES:
9. SERVICE OF SUIT: Mendes & Mount, LLP,
750 Seventh Avenue,
New York, N.Y. 10019-6829.

FORMS AND ENDORSEMENTS ATTACHED HERETO.

MISC/GSC002