



GREAT DIVIDE INSURANCE COMPANY SM

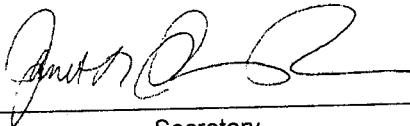
A North Dakota Stock Corporation

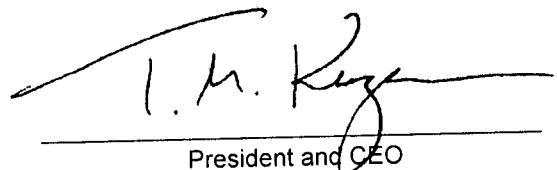
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS POLICY CONSISTS OF:

- Declarations; and
- One or more Coverage Parts. A Coverage Part consists of:
 - One or more Coverage Forms; and
 - Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

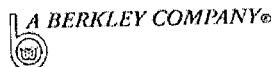


Secretary

President and CEO

Administrative Office:

7233 East Butherus Drive Scottsdale, Arizona 85260 Telephone (480) 951-0905 Facsimile (480) 951-9730



Great Divide Insurance Company
7233 E. Butherus Drive
Scottsdale, AZ 85260

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS PAGE

This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number:

Renewal of Number: New

1. **NAMED INSURED:** NAMED INSURED HERE
MAILING ADDRESS: STREET ADDRESS HERE
CITY HERE
ST HERE ZIP HERE

2. **POLICY PERIOD:** Effective Date: 1/0/1900 Expiration Date: 1/0/1900
Effective 12:01 a.m. Standard Time at the mailing address of the named insured.

3. **LIMITS OF LIABILITY:**
a. Each Claim: \$0
b. Aggregate: \$0

4. **DEDUCTIBLE:**
a. Each Claim: \$0
b. Aggregate: NA

5. **RETROACTIVE DATE:** 1/0/1900
If a date is indicated, this insurance will not apply to any act, error, omission or personal injury which occurred before such date.

6. **PREMIUM:** \$0.00

7. **ENDORSEMENTS:** Refer to Schedule of Endorsements SSM-0139(11/07)

Countersigned By: _____

Date: _____

Producer:

SCHEDULE OF ENDORSEMENTS

The provisions and agreements contained in the following form(s) or endorsement(s) are attached to and made part of the policy:

Specimen

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE, OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

SSM-0139(11/07)

Policy Number:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A "CLAIMS" MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO "CLAIMS" THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE "POLICY PERIOD" OR DURING THE "EXTENDED REPORTING PERIOD", IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay "Damages" shall be reduced and may be completely exhausted by payment of "Claims Expenses". "Damages" and "Claims Expenses" shall be first applied against the Deductible. Please review the coverage afforded under this insurance policy carefully.

I. INSURING AGREEMENTS

The Company agrees with all Insureds in consideration of the payment of the premium and in reliance upon the statements in all applications as follows:

A. Coverage

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", including "Claim"(s) for "Personal Injury" as hereafter defined, first made against the Insured and reported to the Company during the "Policy Period" or "Extended Reporting Period", arising out of any act, error or omission of the Insured in rendering or failing to render professional services to others in the Insured's capacity as a lawyer, fiduciary or trustee but solely for "Professional Services" performed on behalf of the Named Insured designated in Item 1 of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this policy, and provided that:

1. The Insured has not given notice of such act, error or omission or related acts, errors or omissions to the insurer of any other policy issued prior to the effective date of this policy;
2. no Insured on or prior to the inception date set forth in Item 2 of the Declarations of this policy knew or could have reasonably foreseen that such acts, errors or omissions might be the basis of a "Claim"; and
3. such act, error or omission took place, or is alleged to have taken place after the retroactive date as set forth in Item 5 of the Declarations.

B. Defense and Settlement (Included in the Limit of Liability)

1. The Company shall have the right and duty to defend, subject to the Limit of Liability, any "Claim" against the Insured seeking "Damages" which are payable under the terms of this insurance, even if the allegations of the "Claim" are groundless, false or fraudulent. The Company shall have the right to select and assign defense counsel; however, the Insured may engage additional counsel solely at the Insured's expense to associate in the defense of any "Claim". The

Company shall also have the right to investigate any "Claim" or suit and /or to negotiate the settlement thereof, as it deems expedient, but the Company shall not commit the Insured to any settlement without the Insured's written consent. If the Insured refuses to consent to any settlement recommended by the Company, then the liability of the Company for "Damages" and "Claim" expenses shall not exceed the sum of the amount for which the "Claim" could have been settled and the "Claim" expenses incurred as of the date of such refusal less the amount of the applicable Deductible.

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". "Damages" and "Claims Expenses" shall be applied against the Deductible.
3. The Company shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the application and statements made in the application and, with respect to coverage. As a condition precedent to coverage under this Policy, each Insured shall cooperate with the Company in any such investigation.
4. It is further provided that the Company shall not be obligated to pay any "Damages" or "Claims Expenses", or to undertake or continue defense of any suit or proceeding after the applicable limit of the Company's 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, and that upon such payment, the Company shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.

II. PERSONS INSURED

Each of the following is insured under this insurance to the extent set forth below:

- A. if the Named Insured designated in Item 1 of the Declarations is an individual, the person designated but only with respect to the conduct of a law practice of which the individual is the sole proprietor;
- B. the Partnership, Professional Corporation, Professional Association, Limited Liability Partnership or Limited Liability Corporation designated in Item 1 of the Declarations;
- C. any lawyers who are partners, officers, directors, stockholders or shareholders in the Named Insured but solely for Professional Services on behalf of the Named Insured designated in Item 1 of the Declarations;
- D. any employed lawyer or other employee but solely for Professional Services on behalf of the Named Insured designated in Item 1 of the Declarations;
- E. any lawyer independently contracted, employed or otherwise salaried to work on a project-by-project basis or a temporary lawyer contracted from an employment agency by the Named Insured designated in Item 1 of the Declarations, but solely for Professional Services on behalf of the Named Insured designated in Item 1 of the Declarations;

- F. any person who previously qualified as an Insured under (C), (D), or (E) above prior to the termination of the required relationship with Named Insured, but solely for Professional Services on behalf of the Named Insured designated in Item 1 of the Declarations;
- G. any Predecessor Firm if the Named Insured is the successor in interest of more than 50% of the Predecessor Firm's financial assets and liabilities;
- H. any lawyer who during the "Policy Period" becomes a partner, officer, director, stockholder, shareholder or employee of the Named Insured but solely for Professional Services on behalf of the Named Insured designated in Item 1 of the Declarations;
- I. 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.

III. COVERAGE TERRITORY

This insurance applies to acts, errors or omissions which take place anywhere in the world provided that the "Claim" is first made against the Insured within the United States of America, its territories or possessions or Canada during the "Policy Period" or "Extended Reporting Period" when purchased in accordance with Clause IX.

IV. EXCLUSIONS

The coverage under this insurance does not apply to "Damages" or "Claims Expenses" incurred with respect:

- A. to any "Claim" arising out of a criminal, dishonest, fraudulent or malicious act, error or omission of any Insured, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this policy shall apply to "Claims Expenses" incurred in defending any such "Claim" or "Circumstance", but shall not apply to any "Damages";
- B. to punitive or exemplary "Damages", fines, penalties, sanctions or any "Damages" which are a multiple of compensatory "Damages", except that if a "Claim" shall have been brought against the Insured seeking both compensatory and either punitive or exemplary "Damages", fines, penalties, sanctions or "Damages" which are a multiple of compensatory "Damages", then any coverage which may be afforded by this policy will apply to any "Claims Expenses" incurred, without liability, however, for such punitive or exemplary "Damages", fines, penalties, sanctions or "Damages" which are a multiple of compensatory "Damages";
- C. to any "Claim" by one Insured under this insurance against another Insured under this insurance;
- D. to any "Claim" arising out of bodily injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- E. to any loss sustained by an Insured as a beneficiary or distributee of any trust or estate;

- F. to any "Claim" arising out of any Insured's activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the Named Insured;
- G. to any "Claim" 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 Item 1 of the Declarations, which is owned by any Insured or in which any Insured is a trustee, partner, officer, director or employee (except where the insured is an employee solely by virtue of having been retained to perform legal services), or which is directly or indirectly controlled, operated or managed by any Insured in a non-"Fiduciary" capacity, or in which any "Insured", combination of "Insureds", any "Insured's" spouse or children, individually or combined, has/have more than 10% equity position at any time;
- H. to any "Claim" arising out of any Insured's capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof unless the Insured is deemed an employee solely by virtue of rendering professional services to such governmental body, the remuneration for which services inures to the benefit of the Named Insured;
- I. to any "Claim" arising out of any obligation for which any "insured" or any insurance company acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or similar laws, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
- J. to any "Claim" seeking the return or reimbursement of legal fees, costs or expenses paid to the Insured;
- K. to any "Claim" directly or indirectly brought about by arising out of, or attributable to any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC Sections 1961 et seq., or any comparable state law, and any amendments thereto, or any rules or regulations promulgated thereunder;
- L. to any "Claim" based on or arising out of actual or alleged failure of performance of a contract other than a contract to render "Professional Services";
- M. to any "Claim" based on or arising out of the Insured gaining, in fact, any personal profit or advantage to which any Insured was not legally entitled, including, but not limited to, misappropriation, conversion, embezzlement, commingling or defalcation of funds or other property;
- N. to any "Claim" based on, arising out of or in any way involving any employment related act, error or omission, or any discrimination on any basis as defined by federal, state or local statute, regulation, law or ordinance;
- O. to any "Claim" based on or arising out of or in any way involving insolvency, receivership, bankruptcy, liquidation or the financial ability to pay of the Insured; and
- P. to any "Claim" based on or arising out of the Insured's unauthorized use of confidential, privileged or non-public material or information for any purpose whatsoever.

Q. to any "Claim" based on or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. **war**, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any **act of terrorism** provided always that this exclusion does not apply to any "Claim" arising out of any act, error or omission of the Insured in rendering or failing to render "professional services" as more fully described in this Policy.

For the purpose of this exclusion, an act of terrorism means an act including, but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in anyway relating to 1. and/or 2. above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

V. DEFINITIONS

Wherever used in this, the following definitions shall apply:

A. "Claim" means:

1. a demand received by any Insured for money or services, including the expense of suit or notice of the institution of arbitration or mediation proceeding against the Insured; or
2. a request received by any Insured to toll or waive a statute of limitations.

Multiple "Claims" arising out of the same, continuing or related acts, errors or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of "Claimants" or Insureds involved in the "Claim". All such "Claims" shall be deemed to have been made at the same time of the first such "Claim".

B. "Claims Expenses" means:

1. fees charged by an attorney, arbitrator or mediator designated by Company;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a covered "Claim", suit or proceeding arising in connection therewith, if incurred by the Company, or by the Insured with the written consent of the Company.

3. "Claims Expenses" does not include any salary, overhead or other charges by the Insured for any time spent in cooperating in the defense and investigation of any "Claim" or "Circumstance" notified under this insurance.
 4. Premiums on appeal bonds and on bonds to release attachments with respect to covered "Claims", but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this policy. We shall have no obligation to collateralize or furnish any bond.
- C. "**Circumstance**" means any act, error, omission, fact, event or situation that could reasonably be the basis for a "Claim".
- D. "**Damages**" means a monetary judgment, award or settlement. Damages does not include punitive or exemplary damages, sanctions, fines or penalties assessed against any "insured", fees, expenses or other consideration paid or owed an "insured", or the multiplied portion of a multiplied damage award.
- E. "**Extended Reporting Period**", if applicable, means the 12 month period of time after the end of the "Policy Period" for reporting "Claims" arising out of acts, errors or omissions which take place prior to the end of the "Policy Period" and otherwise covered by this insurance.
- F. "**Fiduciary**" except as set forth in Section IV I, means an Insured's capacity as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent or any similar capacity.
- G. "**Personal Injury**" means:
1. False arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution;
 2. The publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of an "insured" with such "insured's" knowledge of the falsity thereof;
 3. Injury occurring in the course of your advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- H. "**Policy Period**" 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.
- I. "**Predecessor Firm**" means any legal entity which has undergone dissolution and either:
1. Some or all of such entity's principals, owners, officers, shareholders or partners have joined you, provided such persons were responsible for producing in excess of 50% of the prior entity's annual gross billings and such billings have been assigned or transferred to you; or

2. More than 50% of the principals, owners, officers, shareholders or partners of the prior entity have joined you; or
3. You have assumed more than 50% of the prior entity's financial assets and liabilities.

J. "Professional Services" means:

1. Legal services performed by an insured for others in the Named Insured's practice as a law firm or legal professional;
2. Services as a trustee, administrator, conservator, executor, guardian, fiduciary or receiver;
3. Services as a notary public, title agent, title insurance agent, escrow agent, arbitrator or mediator; or
4. Services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee for the legal profession.

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3(a) of the Declarations is the limit of the Company's liability for all "Damages" and "Claims Expenses" arising out of each "Claim".
- B. The Limit of Liability stated in Item 3(b) of the Declarations is the total limit of the Company's liability for all "Damages" and "Claims Expenses" arising out of all "Claims" and "Circumstances" which are covered under the terms and conditions of this Policy.
- C. Neither the inclusion of more than one Insured under this Policy, nor the making of "Claims" by more than one person or entity shall increase the Limit of Liability.
- D. The Limit of Liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limits of liability of the Company for the "Policy Period".

VII. DEDUCTIBLE

The Deductible amount stated in the Declarations, shall be satisfied by payments by the Insured of "Damages" and "Claims Expenses" resulting from each "Claim" first made and reported to the Company during the "Policy Period" and the "Extended Reporting Period" as a condition precedent to the payment by the Company of any amounts hereunder and the Company shall be liable only for amounts in excess of such Deductible subject to Company' total liability not exceeding the Limit of Liability stated in Item 3 of the Declarations. The Insured shall make direct payments within the Deductible to appropriate other parties designated by the Company.

VIII. INNOCENT INSURED

- A. Whenever coverage under this insurance would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by any Insured, and with respect to which any other Insured did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, the Company agree that such

insurance as would otherwise be afforded under this policy shall cover and be paid with respect to those Insured's who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in any such exclusion.

- B. With respect to this provision, the Company' obligation to pay in such event shall be in excess of the Deductible and in excess of the full extent of any assets of any Insured to whom the exclusion applies. In no event shall the Company' obligation to pay exceed the Limit of Liability stated in Item 3 of the Declarations.

IX OPTIONAL "EXTENDED REPORTING PERIOD"

- A. In the event of cancellation or non-renewal of this insurance by the Company, the Named Insured designated in Item 1 of the Declarations shall have the right, upon payment of 100% of the Premium set forth in Item 2 of the Declarations, in full and not proportionally or otherwise in part, to have issued an endorsement providing a 12 month "Extended Reporting Period" for Claims first made against any Insured and reported to the Company during the "Extended Reporting Period", subject to the conditions set forth in the definition of "Extended Reporting Period" herein. In order for the Named Insured to exercise this option, the payment of the premium for the "Extended Reporting Period" must be paid to Company within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limits of liability of the Company for the "Policy Period".
- C. The quotation by the Company of a different premium or Deductible or limits of liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Company.
- D. The right to the "Extended Reporting Period" shall not be available to the Named Insured where cancellation or non-renewal by the Company 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.
- E. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to the Company through the entity named in the Policyholder Notice attached to this policy.
- F. At the commencement of the "Extended Reporting Period" the entire premium shall be deemed earned, and in the event the Named Insured terminates the "Extended Reporting Period" for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the "Extended Reporting Period".

X. 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.

XI. INSURED'S DUTY TO PROVIDE NOTICE

- A. If any "Claim" is made against the Insured, the Insured, as a condition precedent to coverage, shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- B. If during the "Policy Period" the Insured first becomes aware of any "Circumstance" it must give written notice to the Company during the "Policy Period" of:
1. the specific act, error or omission; and
 2. the injury or damage which may result or has resulted from the act, error or omission; and
 3. how the Insured first became aware of the act, 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 the Company.

- C. A "Claim" or "Circumstance" shall be considered to be reported to the Company when notice of the "Claim" or "Circumstance" is first received by Company.
- D. In the event of non-renewal of this insurance by the Company, the Insured shall have thirty (30) days from the expiration date of the "Policy Period" to notify Company of "Claims" made against the Insured during the "Policy Period" which arises out of any act, error or omission which took place prior to the termination date of the "Policy Period" and otherwise covered by this insurance.
- E. 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 thereunder shall be forfeited.

XII. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company in all investigations, including investigations regarding the application and coverage under this insurance and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any Insured who may be liable to the Insured because of acts, errors or omissions with respect to which insurance is afforded under this policy; and 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 its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any "Claim" without the consent of the Company.

The Insured will consent to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the Insured's liability and any Damages awarded if suit or any other proceeding is brought on the claim.

XIII. ACTION AGAINST THE COMPANY

No action shall lie against the Company 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 judgment or

award against the Insured after actual trial or arbitration or by written agreement of the Insured, the "Claimant" and the Company.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a "Claim" under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this insurance to join the Company as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or the Insured's legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of their obligations hereunder.

XIV. SUBROGATION

In the event of any payment under this insurance, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization 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 the Company to prejudice such rights.

XV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Company 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 the Company.

XVI. CHANGE IN MEMBERSHIP OF FIRM

Any additions to the list of lawyers in the application which take place during the "Policy Period" must be immediately reported to the Company in the event that:

- A. prior to joining the Named Insured, any "Claim" was made against the lawyer brought into or added to the Named Insured or the lawyer is aware of any "Circumstance";
- B. any lawyer brought into or added to the Named Insured during the "Policy Period" has been or is in the process of being subject to any disciplinary proceeding by any court or bar association or has been reprimanded, censured or disbarred or prohibited from practicing law in a specified area, before any court or administrative agency; or
- C. as a result of lawyers being brought into or added to the Named Insured, the total number of lawyers exceeds the number of lawyers stated in the application for coverage by 10%.

The Company expressly reserves the right to demand a premium adjustment in the event that any additions to the list of lawyers in the application for this insurance meet the criteria set forth in the paragraphs immediately above.

XVII. MERGERS AND ACQUISITIONS

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

XVIII. REIMBURSEMENT

While the Company has no duty to do so, if the Company pays "Damages" or "Claim" expenses within the amount of the applicable deductible, all Insureds shall be jointly and severally liable to the company for such amounts. Upon written demand, the Insured shall repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amount indicated may lead to cancellation or non-renewal by the Company.

XIX. ASSIGNMENT

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this insurance shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this Insurance.

XX. CANCELLATION

- A.** This policy may be cancelled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This insurance may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the Company cancels this insurance because the Insured has failed to pay a premium when due this insurance may be cancelled by the Company by mailing written notice of cancellation to the Named Insured at the address shown in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the "Policy Period." Delivery (where permitted by law) of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
- B.** If the Named Insured cancels this insurance, earned premium shall be computed in accordance with short rate tables and procedures. If the Company cancels 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.

XXI. ENTIRE CONTRACT

By acceptance of this policy the Insured agrees that the statements in the Declarations and application are the Insured's 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 Company relating to this insurance.

The Insured agrees that this policy, the application, the declarations, and all endorsements to it are the entire agreement between the Insured and the Company, and all negotiations and oral agreements between any Insured and the Company are hereby merged into this written agreement.

IMPORTANT NOTICE TO POLICYHOLDERS

- The insurance policy you have purchased is being issued by an insurer that is not licensed by your state. These companies are called "Non-Admitted" or "Surplus Lines" Insurance Companies.
- The Insurance Company is not subject to the financial solvency regulation and enforcement which applies to licensed insurers.
- The Insurance Company does not participate in any of the Insurance Guaranty Funds that may exist in your state. Therefore, these Funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
- Your State Insurance Department maintains a list of eligible Surplus Lines Insurance Companies approved by the Insurance Commissioner. Ask your agent or broker if the insurer is on that list.
- For additional information about the insurer, you should ask questions of your insurance agent, broker for "Surplus Lines" broker or contact your state Insurance Department.
- If you, as the applicant, required that the insurance policy you have purchased be bound immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure from and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage during that five-day period, the premium will be prorated and any broker fee charged for this insurance will be returned to you.

SERVICE OF SUIT ENDORSEMENT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we 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 our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Todd Hampton, or his nominee of the Company at 250 South Wacker Drive - Suite 700, Chicago, Illinois 60606 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

Specimen

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

REPORTING A CLAIM

Select Specialty Managers, LLC is committed to providing our clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

Select Specialty Managers, LLC
Professional Liability Claims Department
250 South Wacker Drive, Suite 700
Chicago, IL 60606
Phone Number: 312-431-1336

To enable us to respond more quickly and efficiently, whenever possible, please fax or email a completed claims notice form and any pertinent details of the claim directly to the Claim Department at:

Fax.# 1-866-461-3193 Attn: Professional Liability Claims
Email address: claims@selectspecialtymanagers.com

PLEASE BE SURE TO INCLUDE:

- Your Name, Address and Phone Number;
- Your Policy Number and the Policy Period;
- Any information about the claim you feel is important that was not included in the claim report form;
- If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

If this insurance is cancelled at your request, there will be a minimum earned premium retained by us of 25% of the premium for this insurance.

Specimen

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN MEMBERSHIP OF FIRM AMENDMENT

This endorsement modifies insurance provided under your Professional Liability policy.

In consideration of the premium charged, Section XVI. CHANGE IN MEMBERSHIP OF FIRM, C. is deleted in its entirety and replaced by the following:

- C. as a result of lawyers being brought into or added to the Named Insured, the total number of lawyers exceeds the number of lawyers stated in the application for coverage by _____%.

Specimen

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RISK MANAGEMENT EXPENSE REIMBURSEMENT ENDORSEMENT

This endorsement modifies insurance provided under your Professional Liability policy.

The Company will reimburse the Named Insured up to \$_____ for reasonable external Risk Management Expenses. The Risk Management Expenses must be incurred during the policy period and reported to the company within 30 days of policy expiration date. This reimbursement will not reduce the limits of liability.

Specimen

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE
TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE
POLICY OTHER THAN AS STATED ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Optional Supplemental Extended Reporting Period Endorsement

This endorsement modifies insurance provided under your Professional Liability policy.

Section IX, OPTIONAL "EXTENDED REPORTING PERIOD", Item A., is deleted in its entirety and replaced by the following:

- A. The Named Insured designated in Item 1 of the Declarations shall have the right, upon payment of:

_____ % of the Premium set forth in Item 6 of the Declarations, in full and not proportionally or otherwise in part, to have issued an endorsement providing a _____ month "Extended Reporting Period" or,

_____ % of the Premium set forth in Item 6 of the Declarations, in full and not proportionally or otherwise in part, to have issued an endorsement providing a _____ month "Extended Reporting Period" or,

_____ % of the Premium set forth in Item 6 of the Declarations, in full and not proportionally or otherwise in part, to have issued an endorsement providing a _____ month "Extended Reporting Period"

for "Claims" first made against any Insured and reported to the Company during the "Extended Reporting Period" subject to the conditions set forth in the definition of "Extended Reporting Period" herein. In order for the Named Insured to exercise this option, the payment of the premium for the "Extended Reporting Period" must be paid to Company within 30 days of the non-renewal or cancellation.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.