

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

### ENTITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **ADVANCED BOARDROOM AND COMPANY PROTECTION**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- 1) the first paragraph of the DECLARATIONS is deleted in its entirety and replaced with the following:

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY **CLAIM** FIRST MADE, ANY **INVESTIGATION** FIRST COMMENCED, ANY **INQUIRY** FIRST REPORTED AND ANY **BOOKS AND RECORDS DEMAND** FIRST MADE DURING THE **POLICY PERIOD** PROVIDED SUCH **CLAIM, INVESTIGATION, INQUIRY OR BOOKS AND RECORDS DEMAND** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.

AMOUNTS INCURRED AS **COSTS, CHARGES AND EXPENSES** AND **INQUIRY COSTS** SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR THE SUBLIMIT OF LIABILITY, IF APPLICABLE, AND ARE SUBJECT TO THE RETENTIONS. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY UNDERWRITERS TO DEFEND ANY OF THE **INSUREDS**.

- 2) reference to '**Security Holder Demand Investigatory Costs**' in Item C. of the Declarations is deemed amended to read '**Security Holder Demand Investigatory Costs and Books and Records Costs**'.
- 3) Item D. of the Declarations is deleted in its entirety and replaced with the following:

Item D. Retentions:

- (response) each of the **Insured Persons** each **Claim, Investigation or Inquiry** but in no event exceeding
- (response) in the aggregate each **Claim, Investigation or Inquiry** all **Insured Persons** under Insuring Clause I.A.
- (response) each **Claim, Investigation or Inquiry** under Insuring Clause I.B., other than a **Securities Claim**
- (response) each **Securities Claim** under Insuring Clause I.B.
- (response) each **Securities Claim, Investigation or Inquiry** under Insuring Clause I.C.
- (response) each **Security Holder Demand or Books and Records Demand** under Insuring Clause I.D.

- 4) Item E. of the Declarations is deleted in its entirety and replaced with the following:

Item E. Insured Percentage:

- (response)% of **Loss** in excess of retention under Insuring Clause I.A.
- (response)% of **Loss** in excess of retention under Insuring Clause I.B.
- (response)% of **Loss** in excess of retention under Insuring Clause I.C., other than:

(response)% of plaintiff attorney fees and expenses in excess of retention under Insuring Clause I.C.3.

(response)% of **Costs, Charges and Expenses** pursuant to Clause II.E.2.a. in excess of retention under Insuring Clause I.C.4.

(response)% of **Inquiry Costs** pursuant to Clause II.J.2.a. in excess of retention under Insuring Clause I.C.5.

(response)% of **Costs, Charges and Expenses** pursuant to Clause II.E.2.b. in excess of retention under Insuring Clause I.C.4.

(response)% of **Inquiry Costs** pursuant to Clause II.J.2.b. in excess of retention under Insuring Clause I.C.5.

(response)% of **Security Holder Demand Investigatory Costs** or **Books and Records Costs** under Insuring Clause I.D.

- 5) Item J. of the Declarations is deleted in its entirety and replaced with the following:

Item J. Inquiry and Investigation Coverage Dates:

(response) in respect of Insuring Clauses I.A. and I.B.

(response) in respect of Insuring Clause I.C.

- 6) Clause **I. INSURING CLAUSES** C. and D. are deleted in their entirety and replaced with the following:

C. Underwriters shall pay on behalf of the **Company**:

1. **Loss** resulting from any **Securities Claim** first made against the **Company** during the **Policy Period** for a **Wrongful Act**; or
2. **Costs, Charges and Expenses** incurred by the **Company** where named as a nominal defendant in any **Derivative Suit** first made during the **Policy Period**, but only to the extent the **Insured Persons** are named and continuously maintained in such **Derivative Suit** for a **Wrongful Act**; or
3. plaintiff attorney fees and expenses awarded or approved by the court in any **Derivative Suit** first made during the **Policy Period**; or
4. **Costs, Charges and Expenses** resulting from any **Investigation** of the **Company**, provided such **Investigation** is first commenced on or after the applicable date set forth in Item J. of the Declarations and is related to a **Concurrent Securities Claim** by having as a common nexus the same facts, circumstances, situations, events, transactions or series of facts, circumstances, situations, events or transactions; or
5. **Inquiry Costs** resulting from any **Inquiry** received by the **Company**, provided such **Inquiry** is first received on or after the applicable date set forth in Item J. of the Declarations and is related to a **Concurrent Securities Claim** by having as a common nexus the same facts, circumstances, situations, events, transactions or series of facts, circumstances, situations, events or transactions.

D. Underwriters shall pay on behalf of the **Company**:

1. all **Security Holder Demand Investigatory Costs** resulting from any **Security Holder Demand** first made during the **Policy Period** for a **Wrongful Act**; or
2. all **Books and Records Costs** resulting from any **Books and Records Demand** first made against the **Company** during the **Policy Period**.

- 7) Clause **II. DEFINITIONS** E., F., I., J., N. and X. are deleted in their entirety and replaced with the following:

E. "**Costs, Charges and Expenses**" means:

1. in respect of Insuring Clauses I.A., I.B., I.C.1. and I.C.2.:

- (a) (i) reasonable and necessary legal fees and expenses including reasonable and necessary expert fees and **Class Certification Fees** incurred by the **Insured Persons** in defense and appeal of any **Claim** or in response to **Investigation** or by the **Company** in defense and appeal of any **Securities Claim** and cost of attachment or similar bonds, and
- (ii) in respect of coverages afforded under Clause II.B.2., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction,
- (b) reasonable and necessary fees and expenses incurred by the **Insureds** at the Underwriter's request to assist Underwriters in investigating a **Claim** or **Investigation**, and
- (c) reasonable and necessary legal fees and expenses incurred by any of the **Insured Persons** where deposed as a witness in connection with any **Claim** against or **Investigation** or **Inquiry** of any other of the **Insureds**;

but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**, and

2. in respect of Insuring Clause I.C.4., only those reasonable and necessary legal fees and expenses incurred by the **Company** in response to an **Investigation**, including:

- (a) reasonable and necessary legal fees and expenses incurred by the **Company** whilst conducting an internal investigation at the specific written request of a **Securities Enforcement Authority** in response to and in conjunction with an **Investigation**, and
- (b) reasonable and necessary expert fees incurred by the **Company**,

but shall not include:

- (i) any amounts incurred in connection with remedial or corrective action taken at the request of or required by any **Securities Enforcement Authority**;
- (ii) any amounts incurred in connection with remedial or corrective action taken by the **Company** at its own initiative, including but not limited to legal, accounting and auditing fees or expenses necessary to bring the **Company** into compliance with the applicable laws and regulations at issue in the **Investigation**;
- (iii) any amounts, including legal fees and expenses, incurred in connection with implementing any non-monetary settlement or relief;
- (iv) salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;
- (v) any amounts incurred prior to the time a **Concurrent Securities Claim** is first made.

However:

- a. as at the time a **Concurrent Securities Claim** is first made, exception (v) shall no longer apply and Underwriters shall be liable to pay the applicable percentage set forth in Item E. of the Declarations of any reasonable and necessary legal fees and expenses incurred by the **Company** in response to such **Investigation** prior to the time the **Concurrent Securities Claim** is first made; and
  - b. as at the time a **Concurrent Securities Claim** is either dismissed, whether voluntarily or with prejudice once the time to appeal has been exhausted, or subject to a final court approved settlement, Underwriters shall only be liable to pay the applicable percentage set forth in Item E. of the Declarations of any reasonable and necessary legal fees and expenses incurred by the **Company** in response to such **Investigation** subsequent to the dismissal or settlement of the **Concurrent Securities Claim**.
- F. **"Derivative Suit"** means any lawsuit brought derivatively on behalf of the **Company** by a security holder of the **Company**.
- I. **"Inquiry"** means:
1. in respect of Insuring Clauses I.A. and I.B.:
    - (a) (i) a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with:
      - a. an inquiry or investigation of any of the **Insureds** by a **Regulatory Authority**, or
      - b. a **Security Holder Demand** or a **Derivative Suit**,
    - (ii) a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding solely against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction,
    - (iii) a request by any court-appointed trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with any bankruptcy proceeding by or against the **Company**,
    - (iv) in respect of Insuring Clause I.A. only, a request by or on behalf of a party to any litigation, arbitration or other type of proceeding against the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with such litigation, arbitration or proceeding, or
    - (v) in respect of Insuring Clause I.A. only, a request by the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with an investigation by the **Company** following the disclosure by the **Company** or any of the **Insured Persons** to a **Regulatory Authority** that a violation of any law has, or may have, occurred,
- regarding such **Insured Persons** capacity as such or the business of the **Company**, and

- (b) any informal investigation of any of the **Insured Persons** by a **Regulatory Authority** after such **Insured Person** becomes aware that they are the subject of such investigation and, as a consequence of such investigation, retains legal counsel; and
2. in respect of Insuring Clause I.C.5., any inquiry or informal investigation of the **Company** by a **Securities Enforcement Authority** regarding the business of the **Company**, where as a consequence of such inquiry or investigation, the **Company** retains legal counsel,

but shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

J. **"Inquiry Costs"** means:

1. in respect of Insuring Clauses I.A. and I.B., reasonable and necessary fees and expenses incurred by the **Insured Persons** solely in connection with such **Insured Persons** preparation for and response to an **Inquiry**, including reasonable and necessary fees and expenses incurred by the **Insured Persons** to produce documents in his or her possession or to produce documents needed to prepare for an interview, meeting or a sworn testimony, but shall not include:
- (a) salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;
  - (b) costs of complying with any discovery or other request seeking documents (including electronic information):
    - (i) in the possession or control of the **Company**, except under Insuring Clause I.A., or
    - (ii) for which the **Company** has the direct financial responsibility to produce; or
  - (c) any amounts incurred prior to the time that the **Inquiry** is reported to Underwriters in accordance with Clause VI.B, and
2. in respect of Insuring Clause I.C.5., only those reasonable and necessary legal fees and expenses incurred by the **Company** in response to an **Inquiry**, including:
- (a) reasonable and necessary legal fees and expenses incurred by the **Company** whilst conducting an internal investigation at the specific written request of a **Securities Enforcement Authority** in response to and in conjunction with an **Inquiry**, and
  - (b) reasonable and necessary expert fees incurred by the **Company**,
- but shall not include:
- (i) any amounts incurred in connection with remedial or corrective action taken at the request of or required by any **Securities Enforcement Authority**;
  - (ii) any amounts incurred in connection with remedial or corrective action taken by the **Company** at its own initiative, including but not limited to legal, accounting and auditing fees or expenses necessary to bring the **Company** into compliance with the applicable laws and regulations at issue in the **Inquiry**;
  - (iii) any amounts, including legal fees and expenses, incurred in connection with implementing any non-monetary settlement or relief; or

- (iv) salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;
- (v) any amounts incurred prior to the time a **Concurrent Securities Claim** is first made

However:

- a. as at the time a **Concurrent Securities Claim** is first made, exception (v) shall no longer apply and Underwriters shall be liable to pay the applicable percentage set forth in Item E. of the Declarations of any reasonable and necessary legal fees and expenses incurred by the **Company** in response to such **Inquiry** prior to the time the **Concurrent Securities Claim** is first made; and
- b. as at the time a **Concurrent Securities Claim** is either dismissed, whether voluntarily or with prejudice once the time to appeal has been exhausted, or subject to a final court approved settlement, Underwriters shall only be liable to pay the applicable percentage set forth in Item E. of the Declarations of any reasonable and necessary legal fees and expenses incurred by the **Company** in response to such **Inquiry** subsequent to the dismissal or settlement of the **Concurrent Securities Claim**.

N. "**Investigation**" means:

- 1. in respect of Insuring Clauses I.A. and I.B., any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:
  - (a) once any such **Insured Persons** are identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter, or
  - (b) after the service of a subpoena or other similar written request compelling witness testimony or document production upon any such **Insured Persons**, or
  - (c) after any such **Insured Persons** have been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of securities laws or other laws by any such **Insured Persons**; and
- 2. in respect of Insuring Clause I.C.4., any formal investigation of the **Company** by a **Securities Enforcement Authority** once the **Company** is identified in writing by such **Securities Enforcement Authority** as an entity against which a **Securities Claim** may be brought.

X. "**Securities Claim**" means:

- 1. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** alleging any violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission under either or both Acts, similar securities laws or regulations of any federal, state (including any state blue sky laws), local or any foreign jurisdiction, any other laws, rules, regulations or statutes regulating securities or any common law arising out of, involving, or relating to the ownership, purchase or sale of or offer to purchase or sell any securities of the **Company**, including any debt or equity securities, whether on the open market or through a public or private offering, or
- 2. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** which is brought by a security holder of the **Company** in their capacity as such, including a **Derivative Suit**,

but shall not include any **Security Holder Demand** or **Books and Records Demand**.

- 8) Clause **II. DEFINITION O.3.** is deleted in its entirety and replaced with the following:
3. with respect to Insuring Clause I.D., **Security Holder Demand Investigatory Costs** and **Books and Records Costs** incurred by the **Company**,
- 9) Clause **II. DEFINITION O.** is amended by the addition of:
4. plaintiff attorney fees and expenses awarded or approved by the court in a **Derivative Suit**.
- 10) Clause **II. DEFINITIONS** is amended by the addition of the following:
- CC. "**Books and Records Costs**" means reasonable and necessary fees and expenses incurred by the **Company** in response to a **Book and Records Demand**, but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.
- DD. "**Books and Records Demand**" means a written demand made by one more security holders of the **Company** solely to inspect the books and records of the **Company** pursuant to Section 220 of the Delaware General Corporation Law or any similar statute in any other jurisdiction.
- EE. "**Class Certification Fees**" means reasonable and necessary expert fees incurred by the **Insureds** to conduct an event study filed with the court in opposition to class certification in any **Securities Claim**.
- FF. "**Concurrent Securities Claim**" means any **Securities Claim** first made against the **Company** during the **Policy Period** for a **Wrongful Act** alleging a violation of Section 11 of the Securities Act of 1933 and/or Section 10(b) of the Securities Exchange Act of 1934, but shall not include any **Securities Claim** that is solely a **Derivative Suit**.
- GG. "**Securities Enforcement Authority**" means:
1. the enforcement division of the U.S. Securities and Exchange Commission; or
  2. the U.S. Department of Justice acting in conjunction or cooperation with the enforcement division of the U.S. Securities and Exchange Commission; or
  3. a foreign equivalent regulatory authority who has responsibility for the enforcement of such foreign country's securities laws,
- but shall not include:
- (a) any Attorney General of any U.S. State;
  - (b) any regulatory body seeking to enforce Blue Sky laws;
  - (c) FINRA, or any other self-regulating organization; or
  - (d) any other division or department of the U.S. Securities and Exchange Commission,
- except when conducting an inquiry or investigation concurrently with one or more of the divisions, departments or authorities designated in 1., 2. or 3. above.

- 11) Clause **III. EXCLUSIONS** is amended by the addition of the following:

Underwriters shall not be liable to make any payment under Insuring Clause I.C.4. or I.C.5. in connection with any **Investigation** or **Inquiry**:

- I. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving any **Wrongful Act** or conduct, if, as of the applicable date set forth in Item J. of the Declarations, the risk manager, general counsel, chief executive officer or chief financial officer or equivalent of the **Parent Company** knew or could have reasonably foreseen that such **Wrongful Act** or conduct could lead to an **Investigation** or **Inquiry** of the **Company**; or
- J. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving any violation of the Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010 or any similar or comparable law.

- 12) Clause **IV. LIMIT OF LIABILITY, RETENTIONS AND ORDER OF PAYMENTS** is deleted in its entirety and replaced with the following:

- A. Underwriters shall be liable to pay the percentage of **Loss** set forth in Item E. of the Declarations in excess of the amount of the applicable Retention up to the Limit of Liability or Sublimit of Liability, if applicable, it being warranted that the remaining percentage of **Loss** shall be uninsured. The Retention applicable to Insuring Clause I.B. shall apply to **Loss** payable under Insuring Clause I.A. if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law.

No Retention shall apply to any **Loss** under Insuring Clause I.D.

If the Limit of Liability of this Policy is exhausted or partially eroded by payment of **Loss**, then the Limit of Liability of this Policy shall be automatically reinstated equal to an amount by which the Limit of Liability is exhausted or eroded, provided always that:

- 1. such reinstated limit shall only apply to **Loss** payable under Insuring Clause I.A. and shall be excess of the limit of liability of all policies of insurance providing excess coverage above this Policy, and
- 2. such reinstated limit shall not apply to the **Claim, Investigation** or **Inquiry** which exhausted or partially eroded such Limit of Liability.

If the **Company** fails or refuses to advance or indemnify the **Insured Persons** for any reason within sixty (60) days of **Loss** becoming due and payable and after specific written request is made by or on behalf of any **Insured Persons**, then Underwriters shall advance or pay **Loss** on behalf of any **Insured Persons** within the Retention applicable to Insuring Clause I.B. after Underwriters have received written and itemised documentation of such **Loss** by means of invoices or otherwise, subject to the terms, conditions and limitations of this Policy. Any payments of **Loss** by Underwriters within the Retention applicable to Insuring Clause I.B. shall serve to reduce the Limit of Liability or Sublimit of Liability, if applicable of Underwriters under the Policy. In such event, Underwriters shall be entitled to obtain reimbursement from the **Company** for all payments made by Underwriters that would not have been made had the indemnity in respect of the Retention been provided by the **Company**, unless the **Company** is unable to indemnify by reason of its insolvency.

Notwithstanding the above, if and to the extent any covered **Loss** which is within any applicable Retention under this Policy is paid on behalf of the **Insured Persons** by any other insurer pursuant to the terms and conditions of any Excess Difference in Conditions Side A policy which is specifically excess of this Policy, then such applicable Retention under this Policy shall be eroded by the amount of such payment.



- B. The amount shown in Item C.1. of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters under the Policy. If the Limit of Liability is reinstated, in accordance with the third paragraph of Clause IV.A., then the maximum aggregate Limit of Liability of the Underwriters under this Policy shall be an amount twice that shown in Item C.1. of the Declarations; provided, however, the maximum aggregate Limit of Liability of the Underwriters under this Policy in connection with any single **Claim, Investigation** or **Inquiry** shall be the amount shown in Item C.1. of the Declarations.

The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for (i) all **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands** and (ii) all **Books and Records Costs** arising from all **Books and Records Demands** under Insuring Clause I.D. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations.

- C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following dates:
1. the date on which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
  2. the date on which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause VI.D.
- D. More than one **Investigation** of the **Insured Persons** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed to constitute a single **Investigation** and shall be deemed to have been commenced at the earliest of the following dates:
1. the date on which the earliest **Investigation** of the **Insured Persons** is first commenced; or
  2. the date on which the **Investigation** of the **Insured Persons** shall be deemed to have been commenced pursuant to Clause VI.D.
- E. If an **Inquiry** received by the **Insured Persons** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.B. then such **Inquiry** and any subsequent **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Inquiry** first reported on the date the earliest **Inquiry** received by the **Insured Persons** is first reported.
- F. If an **Investigation** of, or an **Inquiry** received by, the **Company** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.C. then such **Investigation** or **Inquiry** and any subsequent **Investigation** or **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Investigation** or **Inquiry** first reported on the date the earliest **Investigation** or **Inquiry** of the **Company** is first reported.
- G. If a **Books and Records Demand** is first received by the **Company** during the **Policy Period** and is reported in accordance with Clause VI.B. then such **Books and Records Demand** and any subsequent **Books and Records Demand** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Books and Records Demand** first received on the date the earliest **Books and Records Demand** was first received.

- H. Any **Claim, Investigation, Inquiry** or **Books and Records Demand** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Claim** and shall be deemed to have been made at the earliest of the following dates:
1. the date on which the **Books and Records Demand** is first received;
  2. the date on which the **Inquiry** is first reported;
  3. the date on which the **Investigation** of the **Company** is first reported;
  4. the date on which the **Investigation** of the **Insured Persons** is first commenced; or
  5. the date on which the **Claim** is first made.
- I. In the event more than one of the Insuring Clauses set forth in Clause I. are applicable to a **Claim, Investigation** or **Inquiry**, the Retentions set forth in Item D. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim, Investigation** or **Inquiry** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim, Investigation** or **Inquiry**. The total Retention as finally determined shall in no event exceed the largest of the applicable Retentions for such **Claim, Investigation** or **Inquiry**.
- J. Payments of **Loss** by Underwriters shall reduce the Limit of Liability and any applicable Sublimit of Liability.

Underwriters shall pay **Loss** in the following order:

1. first, under Insuring Clause I.A., provided however that such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken prior to the **Company** becoming a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and
2. second, under Insuring Clause I.A. where such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken on or after the **Company** became a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and
3. third, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clause I.B.; and
4. lastly, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clauses I.C. and I.D.

In the event Underwriters withhold payment pursuant to sub-paragraphs 3. and 4. above, then Underwriters shall, at such time and in such manner as shall be set forth in the instructions of the chief executive officer of the **Parent Company**, remit such payment to the **Company** or directly to or on behalf of the **Insured Persons**.

Underwriters shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability or Sublimit of Liability, if applicable, regardless of whether the **Parent Company** has withheld payment.

- K. Underwriters shall advance or pay **Costs, Charges and Expenses** or **Inquiry Costs** on a current basis but no less than once every ninety (90) days.

13) Clause **V. SETTLEMENTS AND DEFENSE** is deleted in its entirety and replaced with the following:

- A. No settlement shall be made and no **Costs, Charges and Expenses, Facilitation Costs, Inquiry Costs, Security Holder Demand Investigatory Costs** or **Books and Records Costs** shall be incurred without Underwriters' consent, such consent not to be unreasonably withheld.

However:

1. Underwriters' consent shall not be required for any **Costs, Charges and Expenses** incurred pursuant to Clause II.E.2.a. or any **Inquiry Costs** incurred pursuant to Clause II.J.2.a.; and
  2. Underwriters' consent shall not be required for a settlement where such settlement is for an amount below the applicable Retention (inclusive of **Costs, Charges and Expenses**) provided the **Insureds** shall give Underwriters as soon as practicable details of the settlement amounts and the date the settlement is confirmed by the court.
- B. It shall be the duty of the **Insureds** and not the duty of the Underwriters to defend **Claims, Investigations** or **Inquiries**, including the investigation, review and evaluation of any **Security Holder Demand** or to respond to any **Books and Records Demand**.

14) Clause **VI. NOTICE** is deleted in its entirety and replaced with the following:

- A. The **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of (i) any **Claim** or (ii) any **Investigation** of the **Insured Persons** as soon as practicable after the risk manager, general counsel, chief executive officer or chief financial officer or equivalent of the **Parent Company** first becomes aware of such **Claim** or **Investigation**, but in no event later than:
1. sixty (60) days after the end of the **Policy Period**, or
  2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.
- B. If the **Insureds** elect to seek coverage for **Inquiry Costs** in connection with an **Inquiry** received by any of the **Insured Persons** or the **Company** elects to seek coverage for **Books and Records Costs** in connection with a **Books and Records Demand**, the **Insureds** shall give to Underwriters notice in writing of such **Inquiry** or **Books and Records Demand**, but in no event later than:
1. the end of the **Policy Period**, or
  2. in the event this Policy is non-renewed with Underwriters, sixty (60) days after the end of the **Policy Period**.
- C. If an **Investigation** is commenced against, or an **Inquiry** is received by, the **Company** prior to the time a **Concurrent Securities Claim** is made and if the **Company** during the **Policy Period** gives written notice to Underwriters of such **Investigation** or **Inquiry** then any **Concurrent Securities Claim** which is related to such **Investigation** or **Inquiry** shall be deemed for the purposes of this Policy to have been made at the time such notice was first given.

D. If the **Insureds**:

1. become aware of a specific fact, circumstance or situation which could reasonably give rise to a **Claim, Investigation or Inquiry**, or
2. receive any request to toll, extend or waive a period or statute of limitation or a contractual timebar which may be applicable to any **Claim, Investigation or Inquiry**,

and if the **Insureds** during the **Policy Period** give written notice to Underwriters of:

- (a) the specific fact, circumstance, situation or the request to toll, extend or waive a period or statute of limitation or a contractual timebar;
- (b) the consequences which have resulted or may result therefrom; and
- (c) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** made, **Investigation** commenced or **Inquiry** reported subsequently arising out of such fact, circumstance, situation or the request to toll, extend or waive a period or statute of limitation or a contractual timebar shall be deemed for the purposes of this Policy to have been made, commenced or reported at the time such notice was first given.

- E. Notice to Underwriters provided for in Clause VI. shall only be deemed effective if given to the firm shown under Item I. of the Declarations.

- 15) Clause **XIV. WORLDWIDE** is deleted in its entirety and replaced with the following:

This Policy applies only to **Claims** first made, **Investigations** first commenced, **Inquiries** first reported and **Books and Records Demands** first made during the **Policy Period** anywhere in the world as permitted by law.

All other terms and conditions of this Policy remain unchanged.