



Westchester Surplus Lines Insurance Company
 Illinois Union Insurance Company



Retired Directors Assurance is underwritten by Retired Directors Underwriting Services, a Program Agent for the ACE Group of Companies, Illinois Union Insurance Company and Westchester Surplus Lines Insurance Company (the "Insurer"). All materials requested in this Application will be held and treated as confidential.

**RETIRED DIRECTORS ASSURANCE
 APPLICATION FOR PUBLIC COMPANY DIRECTORS AND OFFICERS**

NOTICE: THE POLICY FOR WHICH YOU ARE APPLYING IS A CLAIMS-MADE POLICY. THE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED DURING THE POLICY PERIOD, SUBJECT TO THE POLICY PROVISIONS. THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE.

I. APPLICANT

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home E-Mail: _____

Company Served
 (hereinafter, the "Company"): _____

Title: _____ Ticker Symbol: _____

Date of Retirement: _____

II. APPLICANT AND COMPANY INFORMATION

1. Have you ever been charged with, investigated for or alleged to have committed a violation of any securities law? Yes No. If Yes, please provide details.
2. Have you ever been named as a defendant in any representative actions, class actions, or derivative suits? Yes No. If Yes, please provide details.
3. Has there been or are there now pending any investigations, suits, claims or proceedings in which you are named or involved? Yes No. If Yes, please provide details.
4. The Applicant has no knowledge or information of any act, error or omission which might give rise to a CLAIM under the proposed policy, except as follows: (Attach complete details.) If the Applicant has no such knowledge or information, state "None": _____.

It is agreed with respect to Questions 3 and 4 above, that if any such investigation, suit, claim or proceeding exists (whether known or not known by the Applicant), or if any such knowledge or information exists, then any and all such investigations, suits, claims and proceedings and any and all CLAIMS arising from any such investigations, suits, claims, proceedings, knowledge, or information are excluded from the proposed coverage.

III. INSURANCE INFORMATION

- 5. Limit of Liability requested: \$10,000,000 \$5,000,000 Other \$ _____
- 6. Please list the Company's current D&O or Executive Liability insurance total limit of liability and the expiration date:

Total Limit: _____ Expiration Date: _____

THE UNDERSIGNED APPLICANT REPRESENTS THAT THE STATEMENTS SET FORTH IN THE APPLICATION ARE TRUE, AND THAT NO MATERIAL FACTS HAVE BEEN CONCEALED THEREIN. THE UNDERSIGNED APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. IT IS FURTHER UNDERSTOOD AND AGREED THAT IF ANY STATEMENT SET FORTH IN THE APPLICATION IS KNOWN BY THE APPLICANT TO BE UNTRUE AS OF THE EFFECTIVE DATE OF THE INSURANCE, THEN ANY CLAIM ARISING OUT OF, BASED UPON, OR RELATED TO THE SUBJECT MATTER OF THE UNTRUE STATEMENT IS EXCLUDED FROM COVERAGE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE IS AWARE THAT DEFENSE COSTS REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY. THE INSURER IS NOT LIABLE FOR ANY LOSS (WHICH INCLUDES DEFENSE COSTS) IN EXCESS OF THE APPLICABLE LIMITS OF LIABILITY.

Signed: _____
(Applicant)

Date: _____