

SBU PRIVATE EDGE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 2. DEFINITIONS is amended as follows:

Solely with respect to Employment Practices Violations, definition (b) "Claim" is amended by deleting the first sentence in paragraph (2) and replacing it with the following:

- (2) a civil, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:

Definition (f) "Employee" is deleted in its entirety and replaced with the following:

- (f) "Employee(s)" means any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. Independent contractors and individuals who are leased to the Company are not Employees; however, Insureds are covered for Loss arising from Wrongful Acts of independent contractors and such leased individuals.

Definition (h) "Employment Practices Violation(s)" is hereby amended by deleting the following paragraph in its entirety:

"With respect to any customer or client of the Company, whether individually or as a class or group, Employment Practices Violation shall mean only any actual or alleged discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional."

Definition (m) "No Liability" is hereby deleted in its entirety.

Definition (n) "Outside Entity" is amended by deleting paragraph (2) in its entirety and replacing it with the following:

- (2) any other entity listed as an "Outside Entity" in an endorsement attached to this policy.

Definition (q) "Retaliation" is deleted in its entirety and replaced with the following:

- (q) "Retaliation" means a Wrongful Act of an Insured alleged to be in response to, the actual or attempted exercise by an Employee

of any right that such Employee has under the law. Provided, however, Retaliation shall not include the Wrongful Act of an Insured alleged to be in response to the threat of or the actual filing of any claim or litigation under the Federal False Claims Act or any other federal state, local or foreign Whistleblower Law.

The following definition shall be added to the policy:

- (u) "Whistleblower Law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency, or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions and professional codes of ethics.

2. Clause 4. EXCLUSIONS is hereby amended as follows:

Exclusions (a), (b), (c) and (o) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which a final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes the Insured(s) were not legally entitled;
- (b) arising out of, based upon or attributable to: (1) the purchase or sale by an Insured of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any state statutory law if a final adjudication or an alternative dispute resolution proceeding establishes that such 16(b) violation occurred; or (2) the payment to any Insured(s) of any remuneration without the previous approval of the stockholders of the Company, if a final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes such payment to be illegal;
- (c) arising out of, based upon or attributable to the committing of any criminal, fraudulent or dishonest act, or any willful violation of any statute, rule or law, if a judgment or other final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes that such criminal, fraudulent, dishonest act or willful violation of any statute, rule or law occurred;
- (o) for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation

Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated hereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law; provided, however, this exclusion shall not apply to a Claim for retaliation; provided, further, however, there is no coverage provided under this policy for any Claim related to, arising out of, based upon, or attributable to the refusal, failure or inability of any Insured(s) to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any Insured(s) from any Employee(s) or purported employee(s), including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any Claim seeking Earned Wages because any Employee(s) or purported employee(s) was improperly classified or mislabeled as "exempt;"

Solely with respect to an Individual Insured as defined in (1) through (3) of the definition of "Individual Insured", exclusion (h) is deleted in its entirety and exclusion (q) is amended by adding the following paragraph:

- (5) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of any Insured under any contract or agreement (either oral or written).

The following exclusions shall be incorporated into Clause 4 and made a part thereof:

- (aa) alleging, arising out of, based upon, or attributable to any failure or omission on the part of the Insureds or the Company to effect or maintain adequate insurance;
- (bb) alleging, arising out of, based upon or attributable to any Insured(s)' performance of or failure to perform professional services for others for a fee, or any act(s), error(s) or omission(s) relating thereto;

3. Clause 6. RETENTION CLAUSE is amended as follows:

Paragraph four is deleted in its entirety.

The following paragraph is added to the end thereof:

Notwithstanding the foregoing, solely with respect to Claims made against an Individual Insured as defined in (1) through (3) of the definition of "Individual Insured", that allege a Wrongful Act arising out of, based upon or attributable to any actual or alleged contractual liability of any Insured under any contract or agreement (either oral or written) (hereinafter "Contract Claim"), a separate Retention Amount shall apply as follows:

Contract Claim: Judgments,
Settlements and Defense Costs:

\$ _____
arising from Claims alleging the
same Wrongful Act or Related
Wrongful Acts.

It is further understood and agreed that nothing contained herein shall be construed to alter, modify or abrogate exclusion (q)(5) as amended by this endorsement.

4. Clause 9. PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED CLAIMS is hereby deleted in its entirety and replaced with the following:

PRE-AUTHORIZED DEFENSE ATTORNEYS FOR ALL CLAIMS

This Clause 9 applies to all Claims.

Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel shall be made to conduct the defense of all Claims made against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defense pursuant to Clause 8 of this policy, then the Insurer shall select a Panel Counsel Firm to defend the Insureds. In the event the Insureds are already defending a Claim, then the Insureds shall select a Panel Counsel Firm to defend the Insureds.

The selection of the Panel Counsel Firm, whether done by the Insurer or the Insureds, shall be from the list of Panel Counsel Firms designated for the type of Claim and be from the jurisdiction in which the Claim is brought. In the event a Claim is brought in a jurisdiction not included on the appropriate list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the Claim is maintained or where the corporate headquarters or state of formation of the Named Entity is located. In such instance, however, the Insurer shall, at the written request of the Named Entity, assign a non-Panel Counsel Firm of the Insurer's choice in the jurisdiction in which the Claim is brought to function as "local counsel" on the Claim to assist the Panel Counsel Firm which will function as "lead counsel" in conducting the defense of the Claim.

With the express prior written consent of the Insurer, an Insured may select (in the case of the Insured defending the Claim), or cause the Insurer to select (in the case of the Insurer defending the Claim), a Panel Counsel Firm different

from that selected by other Insured defendants if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The list of Panel Counsel Firms may be amended from time to time by the Insurer. However, no change shall be made to the specific list attached to this policy during the Policy Period without the consent of the Named Entity.

5. The following Clause is added to the Policy:

22. ORDER OF PAYMENTS CLAUSE

In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:

- (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,
- (ii) then pay such Loss for which coverage is provided by Coverage B of the policy.

In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this Clause), the Insurer shall at the written request of the Named Entity:

- (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then
- (ii) either pay or hold payment for such Loss for which coverage is provided by Coverage B of the policy.

In the event that the Insurer withholds payment under Coverage B of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Company, release such Loss payment to the Company, or make such Loss payment directly to an individual director or officer in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.

Nothing in this clause shall be construed to increase the Limit of Liability of the Insurer under this policy which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.