

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **KELLER ROHRBACK L.L.P.**, a Washington limited liability partnership, authorized to do business in Colorado, with its principal place of business located at 1201 Third Avenue, Suite 3200, Seattle, Washington 98101 (“Special Counsel”, collectively “the Parties”).

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. COORDINATION WITH DEPARTMENT OF LAW: Special Counsel shall fully coordinate all services under the Agreement with the City Attorney or the City Attorney's designated representative (“City Attorney”). To provide the best possible legal representation and reduce costs and expenses, Special Counsel agree whenever requested to utilize the staff of the City Attorney's Office, together with other City personnel. As directed by the City Attorney, Special Counsel agree to utilize and coordinate with any consultant retained by the City on matters related to Special Counsel's work. Special Counsel acknowledge that one or more Assistant City Attorneys may be assigned to provide additional legal representation to the City on certain matters. If applicable, Special Counsel shall submit to the City for approval: budgets, work plans and case plans in such form as may be required by the City Department of Law.

2. PROFESSIONAL SERVICES TO BE PERFORMED:

a. Special Counsel shall provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct, in pursuing claims for damages and injunctive relief against AFFF/PFAS companies and/or AFFF/PFAS companies who manufacture, market and sell AFFF/PFAS products, and other related services as necessary. Special Counsel are ready, willing, and able to provide these services and shall faithfully perform the services pursuant to the Agreement in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals who perform services of a similar nature to those described in the Agreement.

b. **Gretchen Freeman Cappio, Esq. of Keller Rohrbach L.L.P.** shall serve as Lead Attorney for Special Counsel and shall direct the provision of services under this Agreement. In addition to Keller Rohrbach L.L.P., Special Counsel shall also include the

undersigned attorneys at the law firms of Edelson PC, Miner Barnhill & Galland PC, and Napoli Shkolnik PLLC. Lead Attorney shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney shall have final authority over the use of all documents to be prepared in the above matters.

c. **Multi-Party Representation.** The City acknowledges that Special Counsel will represent not only the City in the litigation, but also other entities, including but not limited to the jurisdictions in Colorado listed on **Exhibit A** (collectively, “the Colorado Cities and Counties”). By mutual agreement, the Parties may add additional participating jurisdictions to the Colorado Cities and Counties after the date this Agreement is executed. City agrees to the Special Counsel's representation of other plaintiff entities. The City understands that it is one of multiple plaintiffs represented by Special Counsel in the AFFF/PFAS litigation. The City consents to such representation and waives any potential conflict that might arise from such representation. The City further understands the effect of joint representation on attorney-client confidentiality. Attorney-client communications are privileged and are protected against disclosure to a third party. By entering into this Agreement, the City waives any right it may have to require Special Counsel to disclose to the City any confidences Special Counsel have obtained from any other plaintiff regarding similar litigation. By this Agreement, the City also authorizes and provides its consent for Special Counsel to undertake aggregate settlement discussions of all claims Special Counsel file on behalf of the Colorado Cities and Counties and any other clients that Special Counsel represents. No city or county's decision to settle claims in the litigation shall be binding on any other city or county.

3. **TERM:** The Agreement will commence **January 1, 2023**, and will expire on the conclusion of all assigned litigation or on **December 31, 2026**, whichever occurs later (the “Term”).

4. **PAYMENT:**

a. Payment, if any, is based on a contingency fee, with all costs advanced by Special Counsel. Any payment obligation of the City is contingent upon receipt and supplemental appropriation of AFFF/PFAS multi-district litigation recovery collected pursuant hereto. Special Counsel shall advance court costs and the expenses of litigation, the repayment of which shall be

contingent upon the successful recovery by the City of AFFF/PFAS multi-district litigation revenue from defendants pursuant hereto. The percentage below shall be applied to the net amount collected by the City after the subtraction of court costs and expenses. In the event that a court determines the award of attorneys' fees upon resolution of the Special Counsel Matter, Special Counsel will receive an amount equal to the greater of the court-awarded attorneys' fees or the contingency fee. Special Counsel fees shall not exceed an amount equal to *\$1000/hour (ONE THOUSAND DOLLARS PER HOUR)* multiplied by the number of hours spent on this Special Counsel Matter.

b. Special Counsel shall maintain on a monthly basis a written statement containing a contemporaneous record of the number of hours of legal services provided by individual attorneys and paralegals; the nature of such services; and the amount and nature of court costs incurred during each month. In the event the City requests it, Special Counsel shall send the City the statement. This contemporaneous record shall be maintained as Attorney-Client Confidential by the City as it will contain information about the legal strategy in the litigation. In no event shall the contingent fee referenced in Paragraph 4(a) above exceed an average rate of *one thousand dollars per hour*, as determined by dividing the amount of the contingent fee by the number of hours recorded by the lawyers and other professionals for Special Counsel in the statements sent to the City. Clerical work, including but not limited to transcription, photocopying, and document filing and organization, shall not be recorded or considered for these purposes.

c. If the City obtains a recovery pursuant hereto, Special Counsel shall be reimbursed out of the recovery for their out of pocket costs and expenses incurred in the preparation and presentation of the City claims, including without limitation filing fees, costs of consultants, costs of expert witnesses, costs of obtaining records, deposition expenses, mileage, travel expenses, investigation costs, photographic expenses, copying expenses, lay witness fees, and computer access charges, as outlined in **Exhibit B**. Costs will be billed at actual cost or a standard per unit charge which the parties agree approximates actual cost. If an opposing party is awarded costs and attorney's fees against the City due to the City dereliction, the City shall be responsible for payment thereof.

d. The City payment obligation, whether direct or contingent, extends only to funds appropriated annually by the City's legislative body, paid into the Treasury of the City, and encumbered for the purposes of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does

not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation for the City.

e. Calculation of Attorneys' Fees.

(1) Attorneys' Fees are contingent with a flat rate contingency fee of 15% of sums recovered up to \$500 million, total in aggregate for the City. As it is used in this Agreement, the term "sums recovered" includes, but is not limited to, any proceeds recovered as a result of the PFAS multi-district litigation on behalf of the City, including the creation of a settlement fund. If more than \$500 million is recovered, then the fee will be 15% on the first \$500 million. On any additional amount over and above \$500 million, the fee on that additional amount will be 10%.

(2) For purposes of calculating the fee, costs and expenses will be deducted from the sums recovered before the fee is calculated.

(3) Any Attorneys' Fees will be divided between KELLER ROHRBACK and EDELSON PC, a professional corporation, MINER BARNHILL & GALLAND PC, a professional corporation, and NAPOLI SHKOLNIK PLLC, a professional limited liability corporation) for services performed for Denver by each firm with KELLER ROHRBACK, in recognition of the additional tasks related to its role as Lead Attorney, to receive 30% and the other three firms to receive 23.3%. Costs will be paid by the Special Counsel firms in accordance with their fee percentages.

5. TYPE OF ATTORNEYS' FEE AGREEMENTS: The City has been informed and understands that there are several types of attorney fee arrangements: (1) time based, (2) fixed, (3) contingent, or (4) combinations of these types of fee arrangements. "Time based" means a fee that is determined by the amount of time involved such as so much per hour, day or week. "Fixed" means a fee that is based on an agreed amount regardless of the time or effort involved or the result obtained. "Contingent" means a certain agreed percentage or amount that is payable only upon attaining a recovery regardless of the time or effort involved. The City understands that not all attorneys offer all of these different types of fee arrangements, and the City acknowledges that it has the right to contact other attorneys to determine if they may provide such other fee arrangements for its case or matter. After such consideration or consultation, the City elected the fee arrangement set forth above.

6. STATEMENT OF SERVICES RENDERED: Special Counsel shall submit to the City a final disbursement statement identifying the amount of recovery, the phase of litigation during which the case is resolved, and other information and documentation required by the Colorado Supreme Court Rules governing contingent fees, or as requested by the City Attorney.

The final disbursement statement must reference the Contract Control number of the Agreement set forth on the City signature page. A partner of the Special Counsel shall verify the statement. The final disbursement statement shall be treated as a confidential attorney-client privileged document and will remain as such until and unless the City Attorney otherwise directs. Special Counsel shall also provide status reports and updates regarding the litigation as may be requested from time to time by the City Attorney.

7. **STATUS OF SPECIAL COUNSEL:** The status of the Special Counsel under this Agreement shall be that of licensed attorneys at law, providing professional legal services to the City under this Agreement, and neither Special Counsel nor their agents or personnel shall be considered employees of the City for any purpose whatsoever.

8. **TERMINATION:** The Parties may terminate this Agreement at any time, with or without cause upon (30) days written notice. Termination shall be subject to Court consent, if such consent is required. If Special Counsel's services are terminated, they shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action and any reasonable costs, and only out of any AFFF/PFAS multi-district litigation recovery collected from AFFF/PFAS companies pursuant to proceedings initiated or defended hereunder.

9. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Special Counsel, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

10. **WHEN RIGHTS AND REMEDIES ARE NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Special Counsel. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

a. **General Conditions:** Special Counsel agree to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Special Counsel shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty

period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are to be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Special Counsel shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Special Counsel. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Special Counsel. Special Counsel shall maintain, at their own expense, any additional kinds or amounts of insurance that they may deem necessary to cover their obligations and liabilities under this Agreement.

b. Proof of Insurance — Workers' Compensation, Commercial General Liability, and Professional Liability: Special Counsel shall provide a copy of this Agreement to their insurance agents or brokers. Special Counsel may not commence services or work relating to the Agreement prior to placement of coverage. Special Counsel certify that the certificates of insurance attached as **Exhibit C**, preferably ACORD certificates, comply with all insurance requirements of this Agreement with the exception of the Personal Automobile insurance requirement. Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Special Counsel's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Special Counsel and subcontractor's insurer(s) shall name the City, its elected and appointed officials, employees and volunteers as additional insureds.

d. **Waiver of Subrogation:** For all coverages, Special Counsel's insurers shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Special Counsel. Special Counsel shall include all such subcontractors as additional insureds under their policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Special Counsel agree to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Special Counsel shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Special Counsel expressly represents to the City, as a material representation upon which the City is relying on entering into this Agreement, that none of Special Counsel's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Special Counsel execute this Agreement.

g. **Commercial General Liability:** Special Counsel shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** Special Counsel shall maintain business automobile liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under the Agreement.

i. **Professional Liability:** Special Counsel shall maintain professional liability limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate policy limit.

j. **Additional Provisions:**

(1) For Commercial General Liability, the policies must provide the following:

- A. That this Agreement is an Insured Contract under the policy;
- B. Defense costs are in excess of policy limits;
- C. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- A. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier;
- B. Special Counsel shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.

(3) At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Special Counsel will procure such per occurrence limits and furnish a new certificate of insurance showing such is in force.

12. DEFENSE AND INDEMNIFICATION:

a. Special Counsel agree to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims shall have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Special Counsel or their subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City. For professional services provided under this contract, the foregoing shall be interpreted to comply with the Colorado and other applicable attorney Rules of Professional Conduct, and in a manner that shall not negate coverage under Special Counsel's malpractice insurance policies.

b. Special Counsel's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit

on the Claim. Special Counsel's duty to defend and indemnify the City shall arise even if the City is the only party sued by Claimant and/or Claimant alleges that the City's negligence or willful misconduct was the sole cause of Claimant's damages.

c. Special Counsel will defend any and all Claims brought or threatened against the City and will pay on behalf of the City, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

d. Except as otherwise expressly provided in subparagraph 11(a) above, insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Special Counsel under the terms of this indemnification obligation. Special Counsel shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10101, *et seq.*

14. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* Special Counsel shall promptly pay when due, all taxes, bills, debts and obligations they incur performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against the City's property.

15. ASSIGNMENT; SUBCONTRACTING: Except as specifically authorized hereunder, Special Counsel shall not voluntarily or involuntarily assign any of their rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City Attorney's prior written consent. Except as specifically authorized hereunder, any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City Attorney has sole and absolute discretion whether to consent

to any assignment or subcontracting, or to terminate the Agreement on account of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Special Counsel shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

16. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Special Counsel receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

19. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Special Counsel shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. Special Counsel acknowledge that they and their attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement.

c. The City understands that it is one of multiple governmental plaintiffs being represented by Special Counsel in PFAS multi-district litigation.

d. The City consents to such representation and waives any potential conflict that might arise from such representation of other governmental entities. The City recognizes and agrees that an aggregate settlement of multiple AFFF/PFAS multi-district cases at one time may be reached. In this scenario, the claims brought on behalf of the City may be settled only with the City's prior approval. The City has final decision-making authority as to whether to accept any proposed settlement of the City's claims. If the City rejects any such settlement proposal(s), Special Counsel shall continue to represent the City through any trial and appellate proceedings of the City's claims, except as indicated in subparagraph 20(a) above. The City's decision to reject the proposed settlement shall not prevent other clients represented by Special Counsel in AFFF/PFAS manufacturer-related litigation from accepting an aggregate settlement or otherwise resolving their own claims.

e. Except to the extent indicated above, Special Counsel represent that they have disclosed any and all current or potential conflicts of interest, and are not aware of any pending matters or proceedings in which they represent clients with positions or interests adverse to the City. Special Counsel will notify the City Attorney before undertaking representation of any client in such matters.

21. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Special Counsel at the address first above written, and if to the City at:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

22. [RESCINDED.]

23. **DISPUTES:** All disputes between the City and Special Counsel arising out of or regarding the Agreement will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in paragraph 1 hereof.

24. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

25. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, Special Counsel may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Special Counsel shall insert the foregoing provision in all subcontracts.

26. **COMPLIANCE WITH ALL LAWS:** Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

27. **LEGAL AUTHORITY:** Special Counsel represent and warrant that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Special Counsel represents and warrants that they have been fully authorized by Special Counsel to execute the Agreement on behalf of Special Counsel and to validly and legally bind Special Counsel to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a

dispute as to the legal authority of either Special Counsel or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. INTELLECTUAL PROPERTY RIGHTS: The City and Special Counsel intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by Special Counsel and any subcontractor hereunder and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Special Counsel shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," Special Counsel and any subcontractor hereunder (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Special Counsel's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: Special Counsel shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Special Counsel's advertising or public relations materials without first obtaining the written

approval of the City Attorney. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Special Counsel shall notify the City Attorney in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Special Counsel consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

35. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns.

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Special Counsel shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Special Counsel from City facilities or participating in City operations.

37. DOCUMENT PRESERVATION: The City is aware of its obligation to preserve all information, documents and other tangible objects or electronically stored information that is

potentially relevant to the Litigation. The City Attorney will inform the City, including those departments and employees who may possess such materials of their obligation to preserve them, taking into consideration any changes in the City's data retention practices that may be required to preserve such materials or information. Special Counsel are available to assist the City in identifying and preserving relevant documents and electronic files.

EXHIBIT LIST:

EXHIBIT A — Multiparty Representation List

EXHIBIT B — Reimbursable Costs and Expenses.

EXHIBIT C — Certificate of Insurance.

[Signatures appear on the following pages]

Contract Control Number: ATTNY-202266213-00
Contractor Name: KELLER ROHRBACK LLP
Contractor Name: Napoli Shkolnik PLLC
Contractor Name: Edelson PC
Contractor Name: Miner Barnhill & Galland PC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

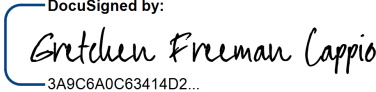
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: ATTNY-202266213-00
Contractor Name: KELLER ROHRBACK LLP
Contractor Name: Napoli Shkolnik PLLC
Contractor Name: Edelson PC
Contractor Name: Miner Barnhill & Galland PC

By:  3A9C6A0C63414D2...

Name: Gretchen Freeman Cappio
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: ATTNY-202266213-00
Contractor Name: KELLER ROHRBACK LLP
Contractor Name: Napoli Shkolnik PLLC
Contractor Name: Edelson PC
Contractor Name: Miner Barnhill & Galland PC

By:  80B9A75E15BD4DA...

Name: Hank Naughton
(please print)

Title: Partner
(please print)

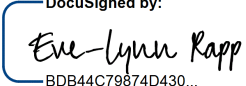
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: ATTNY-202266213-00
Contractor Name: KELLER ROHRBACK LLP
Contractor Name: Napoli Shkolnik PLLC
Contractor Name: Edelson PC
Contractor Name: Miner Barnhill & Galland PC

By:  _____
BDB44C79874D430...

Name: Eve-Lynn Rapp
(please print)

Title: Managing Partner (Boulder)
(please print)

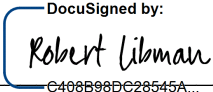
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: ATTNY-202266213-00
Contractor Name: KELLER ROHRBACK LLP
Contractor Name: Napoli Shkolnik PLLC
Contractor Name: Edelson PC
Contractor Name: Miner Barnhill & Galland PC

By:  _____
C408B98DC28545A...

Name: Robert Libman
(please print)

Title: Shareholder
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Colorado PFAS Clients of the Undersigned Counsel, in addition to Denver

City of Thornton
City of Gunnison
City of Monte Vista

Town of Yampa
Town of Naturita
Town of Nucla
Town of Flagler
Town of Erie
Town of Walden
Town of Vilas
Town of Walsh
Town of Dillon
Town of Dolores
Town of Bethune
Town of Hot Sulphur Springs
Town of Lochbuie
Town of Hugo

Stratmoor Hills Water District
South Swink Water Company
Heartwood Cohousing
Buffalo Creek Water District
Town of Brookside Water Enterprise
Divide Water Providers, Inc.
Thunderbird Water and Sanitation
Eleven Mile Ranch HOA
Crested Butte South Metropolitan District
Town of Georgetown Water Facility
Crowley Ranch Reserve Property Owner's Association
ORC for Deer Creek Elementary CO0247004, Platte Canyon High/Fitzsimmons Middle
CO0247011, and Platte Canyon School District WWTF COG588114 (Deer Creek, CO)
Eureka Water Company, Inc.
Colorado City Metropolitan District
Homestead Water Company
Eagles Watch HOA
Cragmont Water Company
Fox Hills Homeowners Association, Inc.
Prairie View Ranch Water District
Wigwam Mutual Water Company
Frontier Ranch
Heartwood Cohousing Water System

Todd Creek Village Metropolitan District
Eagles Watch Mutual Water Co
City of Brush Utilities Department
Copper Mountain Consolidated Metropolitan District
Shanee Water Consumers Association
Tucson Water Co Inc
May Valley Water Association
Town of Hugo Public Works
Town of Rangely Water Treatment Facility
Big Elk Meadows
Menoken Water District
Mesa Antero Water Association
Nucla Water Distribution, Nucla Wastewater Treatment Facility
Karval Water Users, Inc.
Freeman Creek
Park Water Company
San Bernardo HOA
Spanish Peaks Tract LL Water Assoc.
Town of Simla PW
Trinidad WTP, Trinidad Water Reclamation Plant

EXHIBIT B

Reimbursable Costs

Federal Express/UPS/Local Courier, etc.

Postage Charges

Facsimile Charges

Long Distance

In-House Photocopying

Outside Photocopying

Hotels

Meals

Mileage

Air Travel

Deposition Costs

Lexis/Westlaw/Bloomberg

Witness and Expert Expenses

Court Fees

Service of Process Fees

Hearing and Trial Transcripts

Ground Transportation (Rental Car, Taxi)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Keller Rohrback, LLP c/o Renee Griggs 1201 3rd Avenue, Ste. 3200 Seattle, WA 98101	INSURER A : Continental Casualty Company INSURER B : Old Republic Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
	20443
	24147

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			287392950	6/1/2022	6/1/2023	Per Claim/Aggregate 10,000,000
B	Excess Professional			ORPRO11100458	6/1/2022	6/1/2023	Per Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only

Firm Retro Active Date: Full Prior Acts

Lawyers Primary Professional Liability Deductible: \$100,000 per claim

Excess Professional Liability Layer 3

Carrier: ACE American Insurance Company

Policy #: XEOG70160286

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**
 Keller Rohrback, LLP
 c/o Renee Griggs
 1201 3rd Avenue, Suite 3200
 Seattle, WA 98101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Northwest LLC		NAMED INSURED Keller Rohrback, LLP c/o Renee Griggs 1201 3rd Avenue, Ste. 3200 Seattle, WA 98101	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Policy Term: 06/01/2022 - 06/01/2023
 Limit: \$5,000,000

Excess Professional Liability Layer 4

Carrier: Travelers Casualty & Surety Company of America
 Policy #: 107650133
 Policy Term: 06/01/2022 - 06/01/2023
 Limit: \$5,000,000



**ASCOT LAWYERS
PROFESSIONAL LIABILITY
INSURANCE POLICY**

FEIN: Ascot Insurance Company 84-0583213 | Ascot Specialty Insurance Company 05-0420799

Both companies are Rated A (Excellent) by A.M. Best with a XIV Financial Size Category





Legalis Consilium

Lawyers Professional Liability

Primary Declarations

PRODUCER: ARC Excess & Surplus - Jericho **POLICY NUMBER:** LPPL2210000162-03
CARRIER: Ascot Specialty Insurance Company **POLICY TYPE:** Renewal

Item 1. NAMED INSURED Napoli Shkolnik PLLC; NS PR Law Services LLC

Item 2. ADDRESS 400 Broadhollow Road
Suite 305
Melville, NY 11747

Item 3. POLICY PERIOD
FROM: 3/17/2022 **TO:** 3/17/2023
12:01 A.M. Standard Time at the address of the **Named Insured** as Stated herein.

Item 4. LIMITS OF LIABILITY (Inclusive of Claim Expenses)
Per Claim Limit \$5,000,000
Aggregate Limit \$5,000,000

Item 5. RETENTION
Per Claim Retention \$100,000
Aggregate Retention N/A

Item 6. POLICY PREMIUM \$352,700

Item 7. LEGAL SERVICES Per Policy Form

Item 8. RETROACTIVE DATE 1/1/1990

Item 9. ENDORSEMENTS

Service of Suit	SRA 071 02 19
Non-Admitted Primary Policy Form (Legalis Consilium)	SRA 050 02 19
Additional Exclusions (Terrorism-Nuclear-EPL-Pollution -Mold)	SRA 004 02 19
Additional Insured	SRA 006 02 19
Limited Additional Insured Vicarious Liability Only	SRA 007 02 19
Pre-Approved Defense Counsel	SRA 009 02 19
Minimum Earned Premium	SRA 026 02 19
Manuscript	SRA 048 02 19
Notary Services with Carveback	SRA 107 03 20

Legalis Consilium
Lawyers Professional Liability
Primary Declarations

Item 10. IN THE EVENT OF A CLAIM, PLEASE NOTIFY THE FOLLOWING

Ascot Specialty Insurance Company
55 W. 46th Street
New York, NY 10036
USclaims@ascotgroup.com
1-833-454-3023



Ascot Specialty Insurance Company

Lawyers Professional Liability Policy Claim Notification

At Ascot U.S. Claims, our mission is to provide superior claims service to our clients by handling claims quickly and expertly to achieve the best resolution. Experienced claim adjusters will guide Insureds through the claims process, including the retention of legal counsel when appropriate.

Should a claim arise, please provide prompt notification to Ascot U.S. Claims, including all necessary loss information and documents, as known. Once received, a claims adjuster will be quickly assigned and start working with you to assess the claim and initiate an efficient action plan.

Send First Notice of Loss, with any attachments, via E-mail to:

USclaims@ascotgroup.com

If you have any questions, concerns, or need for further information about your claim or policy, please call toll-free at:

1-833-454-3023

Claims may be reported 24 hours a day, 7 days a week.

SERVICE OF SUIT

It is hereby understood and agreed that *Ascot Specialty Insurance Company* may be sued upon any cause of action arising under any insurance contract made by *Ascot Specialty Insurance Company* or evidence of insurance issued or delivered by the producer, in the courts for the county(s) where the insurance provides coverage or in the courts of New York, New York where the insurer maintains its home office.

It is further agreed that service of process in such suit may be made upon the appropriate person at the state Department of Insurance, Secretary of State or other designee as provided for in specific state laws and/or regulations.

When service of process is made upon a statutory designee according to state law, such process should be provided via certified mail to:

Jeff A. Sipos, Corporate Secretary
Ascot Specialty Insurance Company
55 W. 46th Street
New York, NY 10036

The above-named individual is authorized and directed to accept service of process on our behalf in any suit. It is further agreed that in any suit instituted against any Insured under this policy or otherwise upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Surplus Lines Policyholder Notice Requirements

ALABAMA: This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

ALASKA: (1) This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.

(2) ALASKA POLICYHOLDER NOTICE 3 AAC 25.050 This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

(3) You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy. You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

ARIZONA: Pursuant to section 20401.01, subsection B, paragraph 1, Arizona Revised Statutes, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20, Arizona Revised Statutes.

ARKANSAS: This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances,

be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

COLORADO: This contract is delivered as a surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act. Disclosures.

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

CONNECTICUT: NOTICE THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.

DELAWARE: "This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

FLORIDA: (1) "THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENS INSURER."

(2) "SURPLUS LINES INSURERS" POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

GEORGIA: "This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5."

* Note - Additional disclosure required if premium less than \$5,000

HAWAII: "This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii."

IDAHO: "This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association."

ILLINOIS: "Notice to Policyholder" "This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund."

IOWA: "This policy is issued, pursuant to Iowa Code chapter 515I, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

KANSAS: "This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition, and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund."

KENTUCKY: "This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available."

LOUISIANA: NOTICE

This insurance policy is delivered as surplus line coverage under the Louisiana Insurance Code. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana.

MAINE: "This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance."

MARYLAND: (1) "This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner"

(2) DISCLOSURE REGARDING SURPLUS LINES INSURANCE.

Please Read the Following Carefully Before Purchasing Insurance From a Surplus Lines Insurer. This policy is issued by a surplus lines insurer that has been approved by the Maryland Insurance Administration to issue insurance policies in the surplus lines insurance market. Surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration and do not possess a certificate of authority to transact insurance business in the State of Maryland. Because surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration, your ability to seek assistance from the State if you have a problem with your insurance company is limited. Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation provide funds that permit certain claimants or policyholders to receive payment of covered claims if their insurance company becomes insolvent (i.e., bankrupt) and is unable to pay the claims. However, these funds do not apply to surplus lines insurers, as a surplus lines insurer is not a member insurer of the Property and Casualty Insurance Guaranty Corporation or the Maryland Life and Health Insurance Guaranty Corporation. If a surplus lines insurer becomes insolvent (i.e. bankrupt), any claim that you have against the surplus lines insurer will not be covered by the funds administered by Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation. If you have any questions regarding this disclosure or surplus lines insurance, please contact the Maryland Insurance Administration at 410-468-2340.

MASSACHUSETTS: This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D

MICHIGAN: "This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed."

MINNESOTA: "THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED."

MISSISSIPPI: "NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of

Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency."

MISSOURI: "This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision."

MONTANA: NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act.

"The insured pays a stamping fee information for the review and processing of surplus lines insurance policy submissions that are filed in paper. This surplus lines insurance submission is being filed in paper (hard copy) format at a stamping fee of .25%. Surplus lines insurance submissions can be filed electronically with NO stamping fee, saving the insured .25%."

NEBRASKA: "This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association."

NEVADA: "This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act."

NEW HAMPSHIRE: "The company issuing this policy is an eligible surplus lines insurer in the state of New Hampshire and the rates charged and policy forms used have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy."

NEW MEXICO: "This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency."

NEW YORK: THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

"THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION."

NORTH CAROLINA: "The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund."

OHIO: "THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION."

OKLAHOMA: The contract is not subject to the protection of any guaranty association in the event of liquidation or receivership of the surplus lines insurer.

OREGON: "This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance."

PENNSYLVANIA: "The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association."

"SERVICE OF PROCESS CLAUSE

It is agreed that in the event of the failure of the Insurer(s) or Underwriter(s) herein to pay any amount claimed to be due hereunder, the Insurer(s) or Underwriter(s) herein, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction, and all matters arising hereunder shall be determined in accordance with the

law and practice of such court. It is further agreed that in any such action instituted against any one of them upon this contract, Insurer(s) or Underwriter(s) will abide by the final decision of such court or of any appellate court in the event of an appeal. Service of process shall be made pursuant to the procedures provided by 42 Pa. C.S. Ch. 53 Sub Ch. B (relating to interstate and international procedure). When making service of process by mail, such process shall be mailed to:

**Jeff A. Sipos, Corporate Secretary
Ascot Specialty Insurance Company
55 W. 46th Street
New York, NY 10036**

The above-named is authorized and directed to accept service of process on behalf of the Insured(s) or Underwriter(s) in any such action or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that it or they will enter a general appearance for the Insurer(s) or Underwriter(s) in the event such an action shall be instituted." Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provisions therefore, the Insured(s) or Underwriter(s) hereby designates 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 the true and lawful attorney upon whom any lawful process may be served in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of his contract of insurance (or reinsurance), and hereby designates the above-named as the person on whom such process or a true copy thereof shall be served.

RHODE ISLAND: NOTICE

THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.

SOUTH CAROLINA: "This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection."

"This Company is Not Licensed to do Business in this State, and the S.C. Guaranty Act Does Not Apply to This Policy."

SOUTH DAKOTA: "THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR."

TENNESSEE: This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Tennessee insurance statutes

TEXAS: This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

UTAH: "The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28."

VERMONT: "The company issuing this policy has not been licensed by the state of Vermont, and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association."

VIRGINIA: The policy is being procured from or has been placed with an insurer approved by the Commission for issuance of surplus lines insurance in this Commonwealth, but not licensed or regulated by the Commission and that there is no protection under the Virginia Property and Casualty Insurance Guaranty Association, established under Chapter 16 (s 38.2-1600 et seq.) of this title, against financial loss to claimants or policyholders because of the insolvency of an unlicensed insurer.

WASHINGTON: "This contract is registered and delivered as a surplus lines coverage under the insurance code of the state of Washington, Title 48 RCW."

"This contract is registered and delivered as a surplus lines coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law."

"This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, enacted in 1947. It is not issued by a company regulated by the

Washington state insurance commissioner and is not protected by any Washington state guaranty fund law."

WISCONSIN: "This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3 percent tax on gross premium."

WYOMING: "This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association."



Legalis Consilium

Lawyers Professional Liability Policy

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Legalis Consilium

LAWYERS PROFESSIONAL LIABILITY POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE
COVERAGE PROVIDED WITH YOUR INSURANCE AGENT OR BROKER.**

In consideration of the payment of premium, and in reliance upon the **Application** that is made part of this Policy, and subject to the Declarations, limitations, conditions, exclusions and all terms of this Policy, the **Company** and all **Insureds** agree as follows:

I. INSURING AGREEMENTS

A. GENERAL COVERAGE GRANT

The **Company** shall pay **Damages** and **Claim Expenses** in excess of the **Retention** and subject to the Limits of Liability set forth in the Declarations, that an **Insured** becomes legally obligated to pay as a result of a **Claim** made against an **Insured** arising out of a **Wrongful Act** that is first made during the **Policy Period** or any **Extended Reporting Period**.

It is a condition precedent to coverage under this Policy that the **Wrongful Act** that is the basis of any **Claim** must have occurred:

1. during the **Policy Period**; or
2. on or after the **Retroactive Date** set forth in the Declarations and prior to the **Policy Period**, provided that all of the following conditions are met:
 - a. the **Insured** did not notify any prior insurer of said **Wrongful Act** or **Related Circumstances**; and
 - b. prior to the inception of the first Policy issued by the **Company**, if continuously renewed, no **Insured** has any basis (1) to believe that any **Insured** breached a professional duty; or (2) to foresee that any such **Wrongful Act** or **Related Circumstances** might reasonably be expected to be the basis of a **Claim** against any **Insured**; and
 - c. there is no other policy or insurer that provides coverage to any **Insured** for said **Wrongful Act**.

B. ADDITIONAL COVERAGES

1. Disciplinary & Regulatory Proceedings Coverage

The **Company** will reimburse the **Insured** for reasonable lawyer fees, costs and expenses resulting from the investigation and/or defense of each **Disciplinary & Regulatory Proceeding** incurred, provided that such proceeding must:

1. be initiated against an **Insured** during the **Policy Period** or **Extended Reporting Period**; and

2. be reported in writing to the **Company** during the **Policy Period** or **Extended Reporting Period**; and
3. arise from a covered **Wrongful Act**.

As a condition precedent to this coverage, no **Insured** had any reasonable basis to believe that a professional duty had been breached prior to the inception of the Policy.

The maximum amount payable for this coverage by the **Company** shall not exceed \$25,000 for each **Disciplinary & Regulatory Proceeding**, subject to a maximum aggregate of \$125,000, regardless of the number of **Insureds** or number of **Disciplinary & Regulatory Proceedings**

Any amounts paid under this coverage are in addition to the Limits of Liability set forth in the Declarations.

The **Retention** shall not apply to this coverage.

2. **Subpoena Coverage**

If, during the **Policy Period**, an **Insured** receives a subpoena for documents and/or testimony arising out of **Legal Services** performed on behalf of the **Named Insured**, the **Insured** may obtain assistance in responding to the subpoena by providing a copy of the subpoena to the **Company**. The **Company** will retain a lawyer to provide advice regarding document production and/or guidance in providing sworn testimony, including representation of the **Insured** at depositions, provided that:

1. the subpoena arises out of a civil proceeding to which the **Insured** is not a party; and
2. the **Insured** has neither been engaged to provide advice or testimony in connection with the civil proceeding, nor has the **Insured** previously provided any said advice or testimony.

The maximum amount payable for this coverage by the **Company** shall not exceed \$25,000 for each subpoena, subject to a maximum aggregate of \$125,000, regardless of the number of **Insureds** or number of subpoenas.

Any amounts paid under this coverage shall erode the Limits of Liability set forth in the Declarations.

The **Retention** shall not apply to this coverage.

All notices an **Insured** gives the **Company** for subpoena coverage shall be deemed notice of a Potential Claim under Section **IV., B.**

3. **Trial Attendance Expense Coverage**

If, during the **Policy Period**, the **Company** requests an **Insured's** attendance at a civil proceeding, hearing or other alternative dispute resolution proceeding in connection with a **Claim** against an **Insured**, then the **Company** shall reimburse the **Insured** for actual loss of earnings and reasonable costs incurred. The determination by the **Company** as to the reasonableness of actual loss of earning and reasonable costs shall be conclusive on all **Insureds**.

The maximum amount payable for this coverage by the **Company** shall not exceed \$1,000 per day and \$25,000 in the aggregate, regardless of the number of days an **Insured** is in attendance or the number of proceedings.

This coverage does not apply to **Disciplinary & Regulatory Proceedings**.

Any amounts paid under this coverage shall erode the Limits of Liability set forth in the Declarations.

The **Retention** shall not apply to this coverage.

4. Crisis Event Expense Coverage

If, during the **Policy Period**, the **Named Insured** experiences a **Crisis Event**, the **Company** will retain a public relations firm, crisis management firm or law firm to perform services to minimize potential harm to the **Named Insured** arising from a **Crisis Event**, including restoring public confidence in the **Named Insured**. The **Company** shall pay for all reasonable expenses incurred by the public relations firm, crisis management firm or law firm, including professional service fees and costs, which may include reasonable print and marketing materials, advertisements and/or mailing costs. The **Company** shall not pay salaries, fees, overhead costs, travel or expenses of any **Insured**.

The maximum amount payable for this coverage by the **Company** shall not exceed \$25,000 for each **Crisis Event**, subject to a maximum aggregate of \$125,000, regardless of the number of **Crisis Events**.

Any amounts paid under this coverage shall erode the Limits of Liability set forth in the Declarations.

The **Retention** shall not apply to this coverage.

The **Company** shall not pay **Damages** pursuant to this coverage.

5. Pre-Claim Expense Assistance Coverage

If, during the **Policy Period**, the **Insured** gives notice to the **Company** under Section **VI., B.**, the **Company** shall reimburse the **Insured** for expenses incurred from the investigation of such **Wrongful Act(s)** alleged in the notice. The **Company** shall only reimburse expenses that were incurred with the **Company's** written consent. The **Company** shall reimburse expenses under this provision only until a **Claim** is made against the **Insured** arising out of such **Wrongful Act(s)**.

The maximum amount payable for this coverage by the **Company** shall not exceed \$25,000 for each notice, subject to a maximum aggregate of \$125,000, regardless of the number of **Insureds** or number of notices.

Any amounts paid under this coverage shall erode the Limits of Liability set forth in the Declarations.

The **Retention** shall not apply to this coverage.

The **Company** shall not pay **Damages** pursuant to this coverage.

II. LIMITS OF LIABILITY

Except for any amounts paid as a **Disciplinary & Regulatory Proceeding**, and regardless of the number of **Claims**, the **Company's** liability for all **Claim Expenses** and **Damages** first made against any **Insured** and reported to the **Company** during the **Policy Period** or applicable **Extended Reporting Periods** shall not exceed the Limits of Liability set forth in the Declarations.

Claims Expenses are part of, and not in addition to, the Limits of Liability set forth in the Declarations and shall reduce and may exhaust the Limits of Liability. The Limits of Liability shall first be applied to **Claim Expenses** with the remainder, if any, available to pay **Damages**.

The number of **Insureds** covered by this Policy shall not operate to increase the Limits of Liability set forth in the Declarations.

The **Company** shall not be obligated to pay any **Claim Expenses** or **Damages** or to defend any **Claim** after the Limits of Liability set forth in the Declarations has been exhausted. Upon exhaustion of the Limits of Liability, the **Company** shall have the right to withdraw from further investigation or defense of any **Claim** by tendering control of such investigation or defense, in writing, to the **Named Insured**. The **Named Insured** agrees, as a condition to the issuance of this Policy, to accept such tender and proceed solely at its own expense.

III. RETENTION

The **Company's** obligation to pay **Claims Expenses** and **Damages** shall be excess of the **Retention** set forth in the Declarations for each and every **Claim**. As a condition precedent to coverage under this Policy, the **Named Insured** agrees to pay **Claims Expenses** and **Damages** otherwise payable under this Policy up to the amount of the **Retention**.

The **Retention** shall not apply to any of the Additional Coverages in Section I. **INSURING AGREEMENTS, B. ADDITIONAL COVERAGES**.

IV. DEFENSE & SETTLEMENT

A. DUTY TO DEFEND

Subject to the Limits of Liability set forth in the Declarations, the **Company** shall have the right and duty to defend any **Claim** against an **Insured** that is covered by this Policy, subject to all terms and conditions, even if the allegations of the **Claim** are groundless, false or fraudulent. The **Company's** duty to defend shall terminate upon the exhaustion of the Limits of Liability by the payment of **Claim Expenses** and/or **Damages**.

B. SELECTION OF DEFENSE COUNSEL

The **Company** shall have the right and duty to defend any **Claim** under this Policy, which shall be subject to the **Retention** and Limits of Liability set forth in the Declarations. The **Company** shall select defense counsel for the investigation, defense or settlement of any such **Claim**.

C. CONSENT TO SETTLE

The **Company** shall have the right to an investigation, negotiation or settlement of any **Claim** covered by this Policy. The **Company**, however, shall not settle any **Claim** without the **Insured's** consent, which shall not be unreasonably withheld. If the **Company** recommends a settlement and the **Insured** refuses to give written consent to such

settlement, then the **Company's** liability shall not exceed the amount which the **Company** would have paid for **Claims Expenses** and **Damages** at the time the **Claim** could have been settled.

If the **Named Insured** has not fully paid any premiums due or satisfied any applicable **Retentions**, the **Company** has the right, at its sole discretion, to settle any **Claim** without the consent of the **Insured**.

As a condition precedent to coverage under this Policy, no **Insured** shall admit or assume liability, negotiate or settle any **Claim**, or incur any **Claim Expenses** without the **Company's** written consent.

V. TERRITORY

The coverage provided by this Policy applies to any **Wrongful Acts** that occur anywhere in the world, and **Claims** brought in any country in the world not on *The Office of Foreign Assets Control* list of sanctioned countries at the time the **Claim** is reported to the **Company**.

VI. NOTICE OF CLAIMS AND CIRCUMSTANCES

A. ACTUAL CLAIMS

As a condition precedent to coverage under this Policy, the **Insured** shall give written notice to the **Company** of a **Claim** made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, but in no event later than sixty (60) days after the termination of the **Policy Period**.

In the event of a **Claim** against an **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process or pleading received directly or by an **Insured's** representative.

B. POTENTIAL CLAIMS

If, during the **Policy Period**, the **Insured** first becomes aware of a **Wrongful Act** that may reasonably be expected to be the basis of a **Claim** against the **Insured**, and the **Insured**, as soon as practicable, but in no event later than the termination of the **Policy Period**, provides the **Company** written notice of such **Wrongful Act** and the reason(s) for anticipating a **Claim**, then the **Company** shall treat any subsequently resulting **Claim** as if it had first been made during the **Policy Period**.

For the **Insured's** notice to be sufficient, the **Insured** must provide:

1. specific allegations anticipated that give rise to the **Wrongful Act**;
2. any known **Damages** that have or may result from the **Wrongful Act**;
3. circumstances that led to the **Insured** becoming aware of such **Wrongful Act**;
4. dates, persons or entities, or any similar facts to assist in investigating the **Wrongful Act**.

C. FALSE OR FRAUDULENT CLAIMS

If an **Insured** shall commit fraud in proffering any **Claim** with regard to the amount of the **Claim** or otherwise, this Policy shall become *void ab initio* as to such **Insured**.

D. RELATED CIRCUMSTANCES

All **Claims** based upon or arising out of the same **Wrongful Act** or **Related Circumstances** shall be considered a single **Claim**, and shall be considered first made at the time the earliest **Claim** arising out of such **Related Circumstances** was first made. In any such event, only one (1) per claim Limit of Liability and one (1) **Retention** as set forth in the Declarations shall apply.

E. ASSISTANCE AND COOPERATION OF THE INSURED

All **Insureds** shall cooperate with the **Company**, with such cooperation including, but not limited to:

1. providing the **Company** copies of documents and related materials held by or available to the **Insured** that related to any **Claim** or to any alleged **Wrongful Act**;
2. submitting to an examination, whether written or verbal, by a representative of the **Company**, under oath if required;
3. attendance at hearings depositions, mediations, settlement conferences, arbitrations and trials; and
4. assistance in effectuating settlement, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of legal or related proceedings.

All such cooperation shall be without charge to the **Company**.

All **Insureds** shall follow the **Company's** written instruction regarding whether to accept or reject a demand for arbitration or binding mediation of any **Claim**.

No **Insured** shall voluntarily agree to arbitration or binding mediation without the **Company's** written consent.

No **Insured** shall, except at the **Insured's** own expense, make any payment, admit any liability, waive any right, settle any **Claim**, assume any obligation or incur any expense without the prior written consent of the **Company**.

VII. EXTENDED REPORTING PERIODS

A. AUTOMATIC EXTENDED REPORTING PERIOD

If this Policy is cancelled or non-renewed by either the **Company** or the **Named Insured**, and the Policy has been in force for at least one hundred twenty (120) days, the **Company** shall provide the **Named Insured** an automatic, non-cancellable sixty (60) day **Extended Reporting Period** starting at the termination of the of the **Policy Period**.

B. NAMED INSURED EXTENDED REPORTING PERIOD

If this Policy is cancelled or non-renewed by either the **Company** or the **Named Insured**, and the Policy has been in force for at least one hundred twenty (120) days, the **Named Insured** has the right to purchase a **Named Insured Extended Reporting Period**. The **Named Insured** must exercise this right within sixty (60) days of the cancellation or non-renewal of this Policy by providing written notification and payment to the **Company** of the additional premium for one of the following options:

1.	One Year (12 months)	@:	100% of the Annual Premium
2.	Two Years (24 months)	@:	150% of the Annual Premium
3.	Three Years (36 months)	@:	185% of the Annual Premium
4.	Five Years (60 months)	@:	200% of the Annual Premium
5.	Seven Years (84 months)	@:	250% of the Annual Premium

The first sixty (60) days of any **Named Insured Extended Reporting Period**, if purchased, shall run concurrently with the Automatic **Extended Reporting Period**.

C. INDIVIDUAL LAWYER EXTENDED REPORTING PERIODS

1. Firm Departure

If an individual **Insured** lawyer, except any contract or per diem lawyer, that is listed on the **Application** for this Policy, and insured as of the inception date of this Policy, departs from the **Named Insured**, yet continues to provide **Legal Services**, the **Named Insured** may request an Individual Lawyer **Extended Reporting Period** for such individual **Insured** lawyer.

Coverage for any **Claim** first made during said Individual Lawyer **Extended Reporting Period** shall be excess over and shall not contribute to any other insurance that covers the individual **Insured** lawyer for such **Claim**.

As a condition precedent to the issuance of an Individual Lawyer **Extended Reporting Period** endorsement, all of the following conditions must be satisfied:

- a. the **Named Insured** must provide written notification not later than sixty (60) days after the expiration or cancellation of the Policy requesting an Individual Lawyer **Extended Reporting Period** that specifies the name of the individual **Insured** lawyer;
- b. the **Named Insured** must provide a written Warranty Statement that it is not aware of any **Claims** or circumstances that could give rise to a **Claim**;
- c. the individual **Insured** lawyer must provide a written Warranty Statement that said lawyer is not aware of any **Claims** or circumstances that could give rise to a **Claim**;
- d. the **Named Insured** must provide payment to the **Company** of the additional premium that is calculated by the *per lawyer rate* of the annual premium as of the inception of the Policy for one of the following options:

1.	One Year (12 months)	@:	100% of the Annual Premium
2.	Two Years (24 months)	@:	150% of the Annual Premium
3.	Three Years (36 months)	@:	185% of the Annual Premium
4.	Five Years (60 months)	@:	200% of the Annual Premium
5.	Seven Years (84 months)	@:	250% of the Annual Premium

2. Nonpracticing

If an individual **Insured** lawyer, except for any contract or per diem lawyer, that is listed on the **Application** for this Policy, and insured as of the inception date of this Policy, retires or otherwise ceases the private practice of law during the

Policy Period, then the **Named Insured** may request an Individual Lawyer **Extended Reporting Period** for such individual **Insured** lawyer. The Individual Lawyer **Extended Reporting Period** shall extend the period for reporting **Claims** first made against the **Insured** after the termination of the **Policy Period** for any actual or alleged **Wrongful Act** occurring prior to the **Insured's** date of retirement or cessation of the private practice of law. If the individual **Insured** lawyer shall resume the private practice of law at any time, for any reason, the Individual Lawyer **Extended Reporting Period** shall be void.

Coverage for any Claim first made during the Nonpracticing Individual Lawyer **Extended Reporting Period** shall be excess over and shall not contribute to any other insurance that covers the individual **Insured** lawyer for such **Claim**.

As a condition precedent to the issuance of an Individual Lawyer **Extended Reporting Period** endorsement, each of the following conditions must be satisfied:

- a. the **Named Insured** must provide written notification not later than sixty (60) days after the expiration or cancellation of the Policy requesting an **Extended Reporting Period** that specifies the name of the individual **Insured** lawyer and date of cessation of the private practice of law;
- b. unless the individual **Insured** lawyer qualifies for a waiver of premium set forth below, the **Named Insured** must provide payment to the **Company** of the additional premium that is calculated by the *per lawyer rate* of the annual premium as of the inception of the Policy, for one of the following options:
 1. One Year (12 months) @: 100% of the Annual Premium
 2. Two Years (24 months) @: 150% of the Annual Premium
 3. Three Years (36 months) @: 185% of the Annual Premium
 4. Five Years (50 months) @: 200% of the Annual Premium
 5. Seven Years (84 months) @: 250% of the Annual Premium

The individual **Insured** lawyer is entitled to a premium waiver if:

i. **3 Years Continuous Coverage**

The **Named Insured** has maintained thirty-six (36) months of consecutive coverage with the **Company**.

As a condition precedent to the issuance of this Individual Lawyer **Extended Reporting Period**, the **Named Insured** must provide written notification requesting an Individual Lawyer **Extended Reporting Period** that specifies the name of the individual **Insured** lawyer.

ii. **Death**

The individual **Insured** lawyer dies during the **Policy Period**, provided that the death did not result from an intentionally self-inflicted injury, suicide, alcohol or drug abuse.

As a condition precedent to the issuance of this Individual Lawyer **Extended Reporting Period**, the **Named Insured** must provide written notification requesting an Individual Lawyer **Extended Reporting Period** that specifies the name of the individual **Insured** lawyer and proof of death prior to the termination of the **Policy Period** and no later than ninety (90) days following the death.

iii. **Disability**

The individual **Insured** lawyer was employed by the **Named Insured** during the **Policy Period** and became **Totally & Permanently Disabled** during the **Policy Period**, and the individual **Insured** lawyer was totally and continuously disabled from practicing law for a minimum of four (4) months prior to the request for an Individual Lawyer **Extended Reporting Period**.

As a condition precedent to the issuance of this Individual Lawyer **Extended Reporting Period**, the **Named Insured** must provide written notification requesting an Individual Lawyer **Extended Reporting Period** that specifies the name of the individual **Insured** lawyer and written evidence from a licensed medical professional confirming the total and permanent disability.

D. CONDITIONS APPLICABLE TO ALL EXTENDED REPORTING PERIODS

1. The **Company's** liability for all **Claims** reported during any **Extended Reporting Period** shall be part of, and not in addition to, the Limits of Liability set forth in the Declarations and Section II, **LIMITS OF LIABILITY**;
2. For calculating the amounts payable under this Section, the Annual Premium includes the amount set forth in the Declarations and all additional premium collected by the **Company** during the **Policy Period**;
3. None of the **Extended Reporting Period** options are cancelable or renewable;
4. Any additional premium, if applicable, for any **Extended Reporting Period** must be paid in full, and is deemed fully earned, on the inception of the **Extended Reporting Period**;
5. The right to any **Extended Reporting Period** is not available to any **Insured** if:
 - a. this Policy is cancelled or non-renewed by the **Company** for nonpayment of premium, nonpayment of any **Retentions** or any other money due to the **Company**; and/or
 - b. the **Insured's** right or license to practice law is suspended, surrendered or revoked.

VIII. CANCELLATION

1. This Policy shall terminate on the Expiration Date set forth in the Declarations, or upon any earlier cancellation by either the **Named Insured** or the **Company**.

2. The **Named Insured** may cancel this Policy with written notice to the **Company** stating the date of the cancellation. When cancelled by the **Named Insured**, the **Company** shall retain the earned premium, which shall be calculated with the customary short rate proportion of the premium.
3. The **Company** may cancel or non-renew this Policy by written notice to the **Named Insured** at the last address known to the **Company**. The **Company** must provide written notice at least sixty (60) days before cancellation or non-renewal, if for reasons other than nonpayment of premium. The notice shall state the reason for and effective date of the cancellation. The proof of delivery of such notice shall constitute sufficient proof of notice. When cancelled by the **Company**, the **Company** shall retain the earned premium, which shall be calculated on a *pro rata* basis.
4. The **Company** may cancel this Policy for nonpayment premium by written notice mailed to the **Named Insured** at the last address known to the **Company** at least ten (10) days before the effective date of the cancellation. The notice shall state the reason for and effective date of the cancellation. The proof of delivery of such notice shall constitute sufficient proof of notice. When cancelled for nonpayment of premium, the Policy is *void ab initio*.
5. The **Company** will be not required to renew this Policy upon its expiration. The offer of terms and conditions different from expiring terms and conditions shall not constitute a refusal to renew.

IX. GENERAL CONDITIONS

A. APPLICATION

By issuing this Policy, the **Company** has relied upon the statements and information contained in the **Application**.

By accepting this Policy, every **Insured** acknowledges and agrees:

1. that the statements and information contained in the **Application** are true and accurate as of the Inception Date of the Policy; and
2. that the **Application** provided by the **Insured** was material to the Company's issuance of the Policy; and
3. that the Policy was issued in reliance upon the truth and accuracy of the **Application**.

If any material statements and/or information contained in the **Application** is false or misleading as of the Inception Date of the Policy, this Policy shall be *void ab initio*.

B. NAMED INSURED AUTHORIZATION

The **Named Insured** shall act on behalf of every **Insured** regarding the payment or return of premium, the receipt and acceptance of all policy modifications and endorsements, cancellation of the Policy, the exercise of any **Extended Reporting Periods**, renewal negotiations, and notice requirements of this Policy.

C. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all of the **Insured's** right of recovery against any person or organization. Upon written request by the **Company**, the **Insured** shall execute and deliver instruments, papers and whatever else is necessary to secure such rights. The **Insured** shall do nothing to

prejudice such rights.

Any recoveries from the exercise of such rights of subrogation shall be applied as the following order:

1. Repayment of subrogation expenses, including lawyer's fees;
2. **Damages** and/or **Claim Expenses** paid by the **Company** in excess of the Limits of Liability;
3. **Damages** and/or **Claim Expenses** paid by the **Company**;
4. **Damages** and/or **Claim Expenses** paid by the **Insured**;
5. Repayment of the **Retention**.

D. LEGAL ACTION AGAINST THE COMPANY

No action shall lie against the **Company** by any third party, unless as a condition precedent:

1. there has been full compliance with all the terms of this Policy, including payment of all premium and **Retention** amounts; and
2. the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or entity, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against any **Insured** to determine such **Insured's** liability, nor shall the **Company** be impleaded by such **Insured** or legal representatives of such **Insured**.

E. WAIVER

The **Company's** failure to insist on strict compliance with any terms, provisions, exclusions or conditions of this Policy, or the failure to exercise any right or privilege of this Policy, shall not operate or be construed as a waiver thereof or of any subsequent breach or a waiver of any other terms, provisions, exclusions, conditions, rights or privileges.

F. OTHER INSURANCE

The coverage provided by this Policy shall be excess over any other valid and collectible insurance available to the **Insured**, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess insurance over the applicable Limit of Liability stated in the Declarations.

G. ASSIGNMENT

This Policy, including any rights thereunder, shall not be assigned by any **Insured**.

H. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and do not alter the terms and conditions of coverage.

I. POLICY MODIFICATION

Any modification of this Policy must be done by written endorsement, effective on the date written into said endorsement. No representations by an individual or entity shall have any force or effect except as included in any issued endorsement.

J. BANKRUPTCY

The bankruptcy or insolvency of the **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

K. ENTIRE AGREEMENT

All **Insureds** agree that this Policy, the **Application** and any endorsements constitute the entire agreement between all **Insureds** and the **Company**.

X. CHANGES IN EXPOSURE

A. ADDITIONAL LAWYERS

If, during the **Policy Period**, the number of individual lawyers performing **Legal Services** on behalf of the **Named Insured** that are covered by this Policy, as determined by the roster of lawyers at the inception of the **Policy Period**, increases by 34% or more, the **Named Insured** shall immediately notify the **Company**, in writing. At its sole discretion, the **Company** shall have the right to charge additional premium or modify terms and conditions of this Policy upon such notification.

B. MERGER OR ACQUISITION

If, during the **Policy Period**, any of the following events occur:

1. the merger or acquisition of the **Named Insured** such that the **Named Insured** is not the surviving entity, or a majority of the assets of the **Named Insured** are acquired; or
2. the dissolution of, or appointment of a receiver, trustee, liquidator or rehabilitator or similar official for the **Named Insured**;

the **Named Insured** shall report such event to the **Company** within thirty (30) days of such event occurring. If such an event is reported, coverage under this Policy will continue with respect to **Claims** for **Wrongful Acts** committed before such event took place, but will cease with respect to **Claims** for **Wrongful Acts** committed on or after such event took place. After reporting any such event, this **Policy Period** is deemed fully earned and the Policy may not be cancelled.

XI. EXCLUSIONS

This Policy shall not apply to any **Claim Expenses** or **Damages** incurred with respect to any **Claim**:

1. INTENTIONAL ACTS

based on or arising out of, or in any way involving, any dishonest, fraudulent, criminal, malicious act or omission, willful violation of any statute or regulation, or intentional wrongdoing by an **Insured**, if a final adjudication adverse to said **Insured** establishes such dishonest, fraudulent, criminal, malicious act or omission, willful violation or intentional wrongdoing. Criminal proceedings shall not be covered by this Policy regardless of the allegations made against any **Insured**.

2. INSURED V. INSURED

by or on behalf of an **Insured** against any other **Insured** under this Policy; however, this exclusion shall not apply if such **Claim** arises out of **Legal Services** by an **Insured** rendered to a separate **Insured** as a client for a fee, and subject to a retainer or engagement agreement that was executed prior to the provision of **Legal Services**.

3. PRIOR REPORTING

based on or arising out of, or in any way involving, any circumstance reported to an insurer under a policy of which this Policy is a direct or indirect renewal or replacement.

4. ERISA

based on or arising out of, or in any way involving, any actual or alleged violations of the *Employee Retirement Income Security Act of 1974*, and amendments thereto, by any **Insured** while acting as a fiduciary within the meaning of said Act; however, this exclusion shall not apply if an **Insured** is deemed a fiduciary solely in the performance of **Legal Services** for a client, for a fee, with respect to an employee benefit plan.

5. MATERIAL INTEREST

based on or arising out of, or in any way involving, an **Insured's** rendering of **Legal Services**, directly or indirectly, for an entity not named in the Declarations, if at the time of the act or omission giving rise to the **Claim**, the percentage of ownership interest in such entity by any **Insured** or **Insured's Immediate Family**, or accumulation of **Insured's**, exceeded ten percent (10%).

6. BODILY INJURY & PROPERTY DAMAGE

for **Bodily Injury**, or injury to, or destruction of, any tangible property, including the loss of uses resulting therefrom; however, this exclusion for **Bodily Injury** does not apply to mental injury, mental anguish, mental stress, or emotional distress caused by **Legal Services**.

7. INVESTMENT ADVICE

based on or arising out of, or in any way involving, the alleged rendering of investment advice, including advice given by any **Insured** to make any investment or to refrain from doing so.

8. NOTARY SERVICES

based on or arising out of, or in any way involving, any actual or alleged certification or acknowledgment by any **Insured** in the capacity as a notary public of a signature on a document said **Insured** did not personally witness being placed on the document.

9. BENEFICIARY STATUS

made against any **Insured** as the beneficiary or distributee of any trust or estate

10. CAPACITY AS A PUBLIC OFFICIAL

based on or arising out of, or in any way involving, any **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency, unless said **Insured** is privately retained solely to render **Legal Services** to said governmental body, subdivision or agency and the remuneration for such **Legal Services** inures to the benefit of the **Named Insured**.

11. PERSONAL PROFIT

based on or arising out of, or in any way involving any **Insured** having gained any personal profit, remuneration or advantage to which said **Insured** was not legally entitled.

12. CONTRACT

based on or arising out of, or in any way involving any actual or alleged liability assumed by any **Insured** if any express, implied, actual, constructive, oral or written contract, warranty, guarantee or promise, including liquidated damages or penalties of any nature pursuant to a contract or agreement; however, this exclusion does not apply if such liability would have attached to said **Insured** in the absence of such contract or agreement.

13. CLIENT ASSETS & FUNDS

based on or arising out of, or in any way involving, the actual or alleged loss or value of any asset in any **Insured's** care, custody or control, misappropriation, conversion, embezzlement, failure to provide an accounting, or commingling of client funds.

XII. DEFINITIONS

A. APPLICATION means:

1. the application, including any competitor's application, including attachments and other materials submitted therein, submitted to the **Company** for coverage under this Policy; and
2. all materials and information submitted to the **Company** for consideration of coverage under this Policy, including all information publicly available prior to the inception of this Policy.

All such applications, attachments and materials are deemed attached to, and form part of, this Policy.

B. BODILY INJURY means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** includes emotional distress or mental anguish, whether or not accompanied by physical injury, sickness or disease.

C. CLAIM means a written demand received by any **Insured** for monetary **Damages** that alleges a **Wrongful Act**, including:

1. the service of suit or any civil proceeding in a court of law or equity; or
2. a request to toll or waive a statute of limitations; or
3. the institution of arbitration, mediation or other alternative dispute resolution proceeding, other than a **Disciplinary & Regulatory Proceeding**;

A **Claim** does not include any criminal proceedings or any proceedings that seeks injunctive, declaratory, equitable or non-monetary relief and/or remedy.

D. CLAIM EXPENSES means:

1. reasonable fees, costs and expenses charged by a lawyer approved by the **Company** to defend a **Claim** brought against an **Insured**;
2. reasonable fees costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the **Company** or by an **Insured** with the written consent of the **Company**.

Claim Expenses shall not include:

1. salaries, loss of earnings or other remuneration of any **Insured**;
2. salaries or expenses of any employee of the **Company**.

The determination by the **Company** as to the reasonableness of **Claim Expenses** shall be conclusive on all **Insureds**.

E. COMPANY means the insurer set forth in the Declarations.

F. CRISIS EVENT means the publication, in media of widespread distribution, of unfavorable information about the **Named Insured** that can reasonably be considered to lessen public confidence in the competence, integrity or viability of the **Named Insured** as a provider of **Legal Services**.

G. DAMAGES means any compensatory sum that an **Insured** becomes legally obligated to pay, including:

1. monetary judgments or settlements;
2. pre-judgment and post-judgement interest;
3. punitive or exemplary damages, to the extent insurable under the law of the most favorable applicable jurisdiction.

Damages shall not include:

1. criminal or civil fines, taxes, fees, sanctions or penalties, whether imposed by statute or otherwise, except for any punitive or exemplary damages noted above;
2. the return, reduction or restitution of fees, expenses or costs for **Legal Services**;

3. fees, expenses or costs for correcting or completing **Legal Services**;
 4. any form of injunctive, declaratory, equitable or non-monetary relief and/or remedy;
 5. matters deemed uninsurable by law.
- H. **DISCIPLINARY & REGULATORY PROCEEDING** means any proceeding initiated by a disciplinary or regulatory official or agency to investigate an alleged violation of any disciplinary rule or other professional misconduct by an **Insured** in rendering or failing to render **Legal Services**. **Disciplinary & Regulatory Proceeding** shall not include any criminal proceeding or peer review.
- I. **EXTENDED REPORTING PERIOD** means the period of time after the end of the **Policy Period** for reporting **Claims** that are first made against the **Insured** during the applicable **Extended Reporting Period** for a **Wrongful Act** that occurred prior to the end of the **Policy Period**, subject to all terms, conditions, exclusions and Limits of Liability of this Policy.
- J. **INSURED** means:
1. the **Named Insured** or **Predecessor Firm**;
 2. any lawyer or professional corporation listed in the **Application** on the day the **Policy Period** incepts until such time the lawyer or professional corporation ceases to be a member of the **Named Insured**, but only in the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 3. any lawyer or professional corporation that is a former partner, officer, shareholder or employee of the **Named Insured** or **Predecessor Firm**, but only in the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 4. any lawyer or professional corporation that becomes a partner, officer, shareholder or employee of the **Named Insured** or **Predecessor Firm**, but only in the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 5. any lawyer designated by the **Named Insured** as "Counsel" or "Of Counsel" if such lawyer is listed in the **Application** or written notice is provided to the **Company** that includes the name, scope of services and number of hours of service to the **Insured**, but only in the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 6. any lawyer who is employed and/or retained by the **Named Insured** as a contract lawyer or *per diem* lawyer if such lawyer is listed in the **Application** or written notice is provided to the **Company** that includes the name, scope of services and number of hours of service to the **Insured**, but only in the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 7. any person who is employed or retained by the **Named Insured** as a legal assistant, paralegal or other legal office staff member, but only in support of the performance or failure to perform **Legal Services** on behalf of the **Named Insured**;
 8. the estate, heirs, executors, administrators, assigns and legal representatives of the **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy.

K. INSURED'S IMMEDIATE FAMILY means:

1. the **Insured**; or
2. the **Insured's** lawful spouse or legally recognized partner; or
3. the **Insured's** parents, including adoptive and/or step-parents; or
4. the **Insured's** siblings or step-siblings; or
5. the **Insured's** children, including adoptive and/or step-children.

L. LEGAL SERVICES means those services provided on behalf of the **Named Insured** or **Predecessor Firm** by any **Insured** for others as a licensed lawyer in good standing, including services as:

1. an arbitrator or mediator;
2. a notary public;
3. a title agent;
4. a lobbyist;
5. administrator, conservator, receiver, executor, guardian, trustee, escrow agent or in any other fiduciary capacity;
6. expert witness services that are related directly to the practice of law;

but only where such services were performed in the ordinary course of the **Insured's** activities as a lawyer.

Legal Services includes *pro bono* services, but only when the **Insured** and the *pro bono* client execute a retainer or engagement agreement detailing the scope of services prior to the provision of any services, or there is no coverage under this Policy.

Legal Services also includes services provided on behalf of the **Named Insured** or **Predecessor firm** by any **Insured** (1) in service of a bar association or similar professional association related to the legal profession; or (2) as an author, publisher or presenter of legal research, articles or papers, but only if the compensation generated from each individual work is not greater than \$5,000.

Legal Services does not include services rendered as an accountant, investment advisor, insurance agent or broker, or real estate agent or broker.

M. NAMED INSURED means the entity set forth in the Declarations.

N. PERSONAL INJURY means injury other than **Bodily Injury** arising out of one or more of the following:

1. defamation, libel or slander;
2. violation of a right of privacy;
3. wrongful entry or eviction, false arrest or detention;
4. abuse of process or malicious prosecution;

but only where insurable by law.

O. POLICY PERIOD means the period set forth in the Declarations or, if earlier, the date upon with the cancellation of this Policy takes effect. The **Policy Period** does not include any **Extended Reporting Period**.

- P. PREDECESSOR FIRM** means any individual or entity engaged in **Legal Services** whose financial assets and liabilities the **Named Insured** is the majority successor-in-interest.
- Q. RELATED CIRCUMSTANCES** means any act or omission based on, arising out of, directly or indirectly resulting from, or in any way involving the same or related facts, circumstances, transactions or events.
- R. RETENTION** means the **Retention** set forth in the Declarations and is the amount an **Insured** must pay for **Claim Expenses** and/or **Damages** before the obligations of the **Company** incept.
- S. RETROACTIVE DATE** means the **Retroactive Date** set forth in the Declarations, or as amended by any endorsement attached to this Policy. There is no coverage for any **Claim, Crisis Event** or **Disciplinary & Regulatory Proceeding** arising from any alleged **Wrongful Act** taking place before the **Retroactive Date** set forth in the Declarations of this Policy.
- T. WRONGFUL ACT** means any actual or alleged negligent act, error or omission committed by any **Insured** solely in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured**, including, but not limited to, **Personal Injury**.
- U. TOTALLY & PERMANENTLY DISABLED** means
1. an individual cannot engage or provide any **Legal Services** because of the physical and/or mental impairment; and
 2. a licensed medical professional has determined said impairment is reasonably certain to continue throughout the lifetime of the **Insured**.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

**Additional Exclusions –
Terrorism-Nuclear-EPL-Pollution-Mold**

It is hereby understood and agreed that this Policy shall not apply to any **Claim Expenses** or **Damages** incurred with respect to any **Claim**

1. TERRORISM

based on or arising out of, or in any way involving “an act of terrorism” as defined in the *Terrorism Risk Insurance Act of 2002*, the *Terrorism Risk Insurance Program Reauthorization Act of 2007* and the *Terrorism Risk Insurance Program Reauthorization Act of 2015*.

2. NUCLEAR

based on or arising out of, or in any way involving any nuclear reaction, radiation, seepage, pollution or contamination of any kind.

3. EMPLOYMENT PRACTICES

based on or arising out of, or in any way involving employment related practices or policies of an **Insured** and/or any actual or alleged discrimination, humiliation or harassment based upon race, creed, color, religion, national origin, age, disability, sex, marital status, gender or sexual preference/orientation.

4. POLLUTION

based upon or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any watercourse or body of water, including an aquifer or groundwater.

5. MOLD

based upon or arising out of any actual or alleged species of fungi, including mold, mildew and any mycotoxins, mold allergens, spores, scents or byproducts produced or released by fungi.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

Additional Insured

It is hereby understood and agreed that the coverage provided by this Policy shall extend to **Claims** brought against the following Additional Insured(s) solely because of the **Wrongful Acts** of any **Insured**:

Additional Insured(s):

Napoli PLLC
Napoli & Partners PLLC
Marie Kaiser PLLC
Napoli Shkolnik & Associates PLLC
Napoli Law PLLC
Paul Napoli PLLC
Napoli Bern Ripka Shkolnik & Associates
Law Office of Napoli Bern Ripka Shkolnik LLP
Law Office of Napoli Bern Ripka Shkolnik & Associates, LLP

This endorsement does not serve to amend or increase the Limit of Liability set forth in the Declarations of this Policy.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

Limited Additional Insured – Vicarious Liability Only

It is hereby understood and agreed that the following specific Limited Additional Insureds is added to the Policy:

Worby Groner Edelman & Napoli Bern, LLP

Pasternak Tilker Napoli Bern LLP

Napoli Peterson PLLC

The coverage provided to Limited Additional **Insured** shall apply only if such Limited Additional **Insured** is alleged to be solely vicariously liable for a **Wrongful Act** committed by the **Named Insured** in the rendering of **Legal Services**. Nothing herein shall be deemed to provide a duty to defend, payment of **Claims Expenses** or payment of **Damages** for any claims against the Limited Additional **Insured** that include claims of vicarious liability as one of multiple claims against the Additional **Named Insured**.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

Pre-Approved Defense Counsel

It is hereby understood and agreed that Section **IV. DEFENSE & SETTLEMENT, B. SELECTION OF DEFENSE COUNSEL** is deleted in its entirety and replaced with the following:

The **Company** shall have the right and duty to defend any **Claim** under this Policy, which shall be subject to the **Retention** and Limits of Liability set forth in the Declarations. The **Company** shall select defense counsel for the investigation, defense or settlement of any such **Claim**.

However, it is hereby understood and agreed that the **Insured** shall be permitted to use the law firm(s) listed below to represent them with respect to any **Claim** that is made under this Policy.

Name of Law Firm(s):

Wilson Elser Moskowitz Edelman & Dicker

It is further understood and agreed that the foregoing permission, and the obligation of the **Company** to pay **Claim Expenses** to such counsel pursuant to this Endorsement, is expressly conditioned on the following:

1. the **Company** shall be satisfied that such counsel is able and competent to handle any **Claim** for which such counsel is engaged to provide legal services; and
2. the **Company** shall pay such counsel at an hourly rate which is equivalent to the rate that the **Company** customarily pays for counsel in the same, or in a comparable, geographic location. Hourly fees of such counsel in excess of the hourly rate customarily paid by the **Company** shall be deemed uninsured; and
3. such counsel shall in all respects adhere to any and all litigation management guidelines issued by the **Company**, or its duly authorized representative, as updated from time to time; and
4. such counsel shall maintain an office located in the judicial jurisdiction where the litigation is filed.

It is further understood and agreed that once the **Insured** has incurred **Damages** and/or **Claim Expenses** that exhaust the **Retention**, the **Company** has the right to revoke the permission granted herein and replace the law firm(s) stated above with a law firm of the **Company's** selection if the conditions of this endorsement are violated.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

Minimum Earned Premium

It is hereby understood and agreed that Section **VIII., CANCELLATION, 2.** is deleted in its entirety and replaced with the following:

This Policy may be canceled by the **Named Insured** by mailing or delivering prior written notice to the **Company** or by surrender of this Policy to the **Company**. If this Policy is canceled by the **Named Insured**, the **Company** shall retain the greater of the customary short rate proportion of the premium or 25% of the annual premium.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	MM/DD/YYYY
Policy Number:	XXXX
Named Insured:	XXXX
Additional Premium:	XXXX

Amended Territory and Other Insurance Clauses

It is hereby understood and agreed that Section **V. TERRITORY** is deleted in its entirety and replaced with the following:

V. TERRITORY

The coverage provided by this Policy applies to **Wrongful Acts** that occur in the United States, it's territories and possessions, and Canada, and to **Claims** that are brought in the United States or Canada. Coverage shall not apply to any **Claims** that are brought in any jurisdiction outside of the United States or Canada.

It is further understood and agreed that Section **IX. GENERAL CONDITIONS, F. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

F. OTHER INSURANCE

The coverage provided by this Policy shall be excess over any valid and collectible insurance available to the **Insured**, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess insurance over the applicable Limit of Liability stated in the Declarations. Notwithstanding the above, and consistent with Section **V., TERRITORY, as amended**, this Policy shall be primary insurance as it relates to **Claims** which trigger coverage under this Policy and Kinsale Policy #0100106125-0 written for NS PR Legal Services LLC.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY AND CONSULT WITH YOUR INSURANCE AGENT OR BROKER**

This Endorsement is effective and forms part of:

Effective Date (as of 12:01 a.m.):	3/17/2022
Policy Number:	LPPL2210000162-03
Named Insured:	Napoli Shkolnik PLLC; NS PR Law Services LLC
Additional Premium:	N/A

Notary Services Exclusion with Carveback

It is hereby understood and agreed that Section **XI. EXCLUSIONS, 8. NOTARY SERVICES** is deleted in its entirety and replaced with the following:

NOTARY SERVICES

based on or arising out of, or in any way involving, any actual or alleged certification or acknowledgment by any **Insured** in the capacity as a notary public of a signature on a document said **Insured** did not personally witness being placed on the document; however, this exclusion shall not apply to any notarization services performed during a governmental directive that prevents said **Insured** from witnessing a signature (such as during a quarantine), provided that said **Insured** adheres to any applicable remote notarization requirements.

All other terms and conditions remain unchanged.



Underwritten by: **Ascot Specialty Insurance Company**

Administrative Office: 55 West 46th Street, 26th Floor • New York, New York • 10036
1-646-356-8101 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Handwritten signature of Jeff A. Sipos in black ink.

Jeff A. Sipos
Corporate Secretary

Handwritten signature of Matthew Kramer in black ink.

Matthew Kramer
Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan & Company 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Zachary F. Tanham PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: ztanham@thompsonflanagan.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Edelson PC 350 N. LaSalle St., Ste 1300 Chicago, IL 60654	INSURER A : Columbia Casualty Company 31127 INSURER B : Ironshore Specialty Insurance 25445 INSURER C : Homesite Insurance Company 17221 INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			652440899	6/20/2022	6/20/2023	EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Per Claim/Agg. \$ 15,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED _____ RETENTION \$ _____						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE _____ OTH-ER _____ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			LPL7CAB04C0003	6/20/2022	6/20/2023	Per Claim/Agg. 10,000,000
C	Excess Liability			LLX-145699685-01	6/20/2022	6/20/2023	Per Claim/Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Total Limits: \$30,000,000/\$30,000,000 - Deductible: \$150,000

The primary layer is a quota-share policy with Columbia Casualty Company (CNA) (40% line), First Specialty Insurance Company (Swiss Re) (33.33% line), and Bridgeway Insurance Company (Munich Re) (26.67% line).

CERTIFICATE HOLDER <div style="text-align: right;"> Proof of Coverage </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Wesco Insurance
Company
5800 Lombardo Center
Suite 200
Cleveland, OH 44131

**LAWYERS PROFESSIONAL LIABILITY
POLICY DECLARATIONS**

**RENEWAL CERTIFICATE
THIS IS A CLAIMS- MADE AND REPORTED POLICY.
PLEASE READ THE POLICY CAREFULLY.**

Policy Number: WPP1095319 09

Renewal of Policy Number: WPP1095319 08

1. Named Insured and Address

Miner, Barnhill & Galland, P.C.
325 N. LaSalle St.
Suite 350
Chicago, IL 60654

2. Policy Period

Effective Date: June 11, 2022
Expiration Date: June 11, 2023

12:01 A.M. Standard Time at the address
of the **Named Insured** as stated herein.

3. Producer Name

Alta Professional Insurance Services
14141 Farmington Road
Livonia, MI 48154

4. Limit of Liability (Includes Claim Expenses)

\$ 5,000,000 Each Claim
\$ 5,000,000 Aggregate

5. Deductible

\$ 50,000 Per Claim

6. Premium

\$ 58,206 Number of Lawyers: 18

NOTE: This renewal Policy will be effective only if the premium is paid in full and the application is received by the effective date shown in Item 2 above. The renewal will be subject to the provisions of the forms then current, which, if revised during the previous Policy term, will be substituted at the time of renewal.

7. Forms Attached at Issue

Schedule of Forms Attached.

Authorized Representative

Date Issued 6/9/2022

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Page 1 of 1



QBE Insurance Corporation
55 Water Street, New York, NY 10041

Home Office: co C/T Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101

EXCESS INSURANCE POLICY DECLARATIONS

THIS POLICY IS A CLAIMS MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

Item 1: Named Insured: Miner Barnhill & Galland PC
Mailing Address: 325 North LaSalle Street, Suite 350
Chicago, IL 60654

Item 2: Policy Period
From: June 11, 2022 To: June 11, 2023
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability
A. \$5,000,000 any one Claim
B. \$5,000,000 in the aggregate

Item 4: A. Followed Policy
Insurer: Wesco Insurance Company
Policy Number: WPP1095319 09
Limits of Liability: \$5,000,000/\$5,000,000
Policy Period: June 11, 2022 to June 11, 2023

B. Underlying Insurance: N/A

Item 5: Premium and Applicable Charges
Premium:\$29,684.00

Item 6:	A. Notice to Insurer of a Claim or circumstance:	B. All Other Notices to Insurer:
	QBE Insurance Corporation Attn: The Claims Manager 55 Water Street New York, NY 10041 1-877-772-6771 professional.liability.claims@us.qbe.com	QBE Insurance Corporation Attn: Underwriting 55 Water Street New York, NY 10041 1-877-772-6771 mlpladmin@us.qbe.com

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Todd Jones
President

Mark Pasko
Secretary

June 14, 2022

Date