



**PROPOSAL FOR GENERAL PARTNERS LIABILITY INSURANCE  
(INCLUDING PARTNERSHIP REIMBURSEMENT)**

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Name of Insurer

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**COMPLETION OF THIS PROPOSAL DOES NOT BIND THE UNDERSIGNED TO PURCHASE OR THE INSURER TO ISSUE A POLICY, BUT IT IS AGREED THAT THIS FORM, THE UNDERWRITING INFORMATION AND THE PARTNERSHIP AGREEMENT SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND THIS PROPOSAL, INCLUDING ANY AMENDMENTS OR SUPPLEMENTS HERETO AND ANY MATERIAL SUBMITTED HEREWITH, WILL BE DEEMED ATTACHED TO AND FORM PART OF THE POLICY.**

**NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR WHICH CLAIMS ARE FIRST MADE AGAINST THE GENERAL PARTNERS WHILE THE POLICY IS IN FORCE. PLEASE READ AND REVIEW THE POLICY CAREFULLY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGEMENT OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.**

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**General Partners Liability & Partnership Reimbursement Proposal**

1. **GENERAL INFORMATION:**

- a) Name of Partnership
- b) Name of General Partner(s)
  
- c) Address
- d) Nature of Business
- e) Formed pursuant to the Uniform Partnership Act of the State of
- f) Date of Formation
- g) Total Assets \_\_\_\_\_ Total Revenues \_\_\_\_\_ Total Equity \_\_\_\_\_  
(for multiple Partnerships provide aggregate figures)

2. **REQUESTED COVERAGE:**

- a) Limit of Liability
- b) Self Insured Retention
- c) Effective Date

3. **PARTNERSHIP OWNERSHIP:** (For multiple Partnerships attach separate schedule)

- a) Total number of partnership units outstanding
- b) Total number of partners: General Partner(s) \_\_\_\_\_ Limited Partners
- c) Dividend/Distribution history over prior three (3) years
  
- d) Total number of limited partnership units held directly or beneficially by the General Partner(s) and its respective Directors and Officers (if applicable)
- e) Describe fully any other securities of the Partnership
  
- f) Are units publicly or privately registered?
- g) Give names and percentage ownership of any partners who hold, directly or beneficially, 5% or more of the partnership units outstanding:

4. **SUBSIDIARY INFORMATION:**

- a) List all Subsidiary Corporations:

NAME	NATURE OF BUSINESS	DATE ACQUIRED OR CREATED	% OWNED	STATE/COUNTRY OF FORMATION

- b) Coverage to include all Subsidiaries \_\_\_ Yes \_\_\_ No.  
(If Yes, include a complete listing of all Directors and Officers for each Subsidiary)

5. **ANNOUNCED CHANGES:**

a) Has the Partnership publicly revealed in the past 24 months, or is it contemplating or considering within the next 12 months, any:

- (1) consolidation or merger with any other entity?  Yes  No.
- (2) acquisition or disposition of any stock, assets or interests in any other corporation, partnership or joint venture?  Yes  No.
- (3) sale, distribution or divestiture of any assets or securities, other than in the ordinary course of business?  Yes  No.

If Yes to any question above, has the General Partner(s) and/or Board of Directors approved such action(s)?  Yes  No.

Has such action(s) been submitted to the limited partners for approval?  Yes  No. Attach complete details.

b) Has the Partnership filed in the past 18 months, or contemplates filing within the next 12 months, any registration statement, prospectus, private placement memorandum, or similar document with any governmental authority for an offering of securities?  Yes  No. If Yes, provide applicable document.

6. **PARTNERSHIP POLICIES:**

a) If permitted by law, has the Partnership adopted a provision eliminating or limiting the liabilities of its General Partner(s)?  Yes  No  Not Permitted.

If Yes, have the limited partners duly approved such provisions?  Yes  No  Not Required by Law. Provide a copy of the indemnification provisions in the Partnership Agreement and any provision eliminating or limiting General Partner(s)' liability.

b) Has the Partnership adopted any anti-takeover provisions or other provisions dealing with partnership control in their Partnership Agreement?  Yes  No

If yes, have the limited partners duly approved such provisions?  Yes  No  Not Required by Law. Provide details.

c) Does the Partnership and/or its General Partner(s), including Subsidiaries and Directors and Officers thereof, presently act or plan to act in the capacity of General Partner in any Partnership not intended for insurance through this proposal?  Yes  No. If yes, provide details.

7. **PREVIOUS INSURANCE:**

a) Has the Partnership or any Subsidiary previously held or have they now any General Partners Liability Insurance or similar insurance?  Yes  No. If Yes, provide the following details:

INSURED NAME	LIMIT	RETENTION	POLICY PERIOD	PREMIUM

- b) Provide details of any prior claims under such insurance (if none, so state).
- c) Has any Insurer cancelled or refused to renew or constructively nonrenewed any General Partners Liability Insurance or similar insurance within the past 3 years?\*  Yes  No. If Yes, provide complete details.

**\* MISSOURI APPLICANTS NEED NOT REPLY.**

**8. RETROACTIVE DATE:**

(PLEASE COMPLETE ONLY IF YOU PRESENTLY HAVE IN EFFECT GENERAL PARTNERS LIABILITY INSURANCE OR SIMILAR INSURANCE AND DO NOT WISH TO PROVIDE A CURRENT REPRESENTATION STATEMENT AS REQUESTED IN QUESTION 10, BELOW)

Retroactive Date Requested: \_\_\_\_\_ This date should be that on which a signed representation statement was most recently submitted in application for General Partners Liability Insurance or similar insurance.

Please provide copies of all policies and applications or proposal forms submitted therefor, dating back to the Retroactive Date indicated above. If the Insurer elects to establish a Retroactive Date, it shall only do so:

- a) in reliance upon declarations, statements, representations made in or in connection with such prior applications or proposal forms (such declarations, statements, representations shall form a part of this proposal); and
- b) upon the issuance of an endorsement to the policy to be issued, which indicates the Retroactive Date granted and any terms, conditions and provisions relevant thereto.

IT IS UNDERSTOOD AND AGREED THAT QUESTION 10 MUST BE ANSWERED IN THE EVENT THAT A RETROACTIVE DATE IS NOT GRANTED OR IS NOT REQUESTED.

**RENEWAL APPLICANTS: Questions 9 and 10 need not be answered.**

**9. PREVIOUS EXPERIENCE:**

- a) Has the Partnership, or anyone for whom insurance is intended, been involved in the following:
  - (1) any antitrust, copyright or patent litigation?  Yes  No.

(2) any civil or criminal action or administrative proceeding alleging a violation of any federal or state securities law or regulation? \_\_\_ Yes \_\_\_ No.

(3) any representative actions, class actions, or derivative suits? \_\_\_ Yes \_\_\_ No.

If Yes to any of the above, provide details.

b) Are there any pending claims against anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect? \_\_\_ Yes \_\_\_ No.

If yes, provide complete details.

c) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy or any facts or circumstances that may give rise to a claim being made against the Partnership and/or General Partner(s). \_\_\_ Yes \_\_\_ No. If Yes, provide complete details.

IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY NOTICE SUCH AS DESCRIBED IN QUESTION 9.c) HAS BEEN GIVEN, THEN SUCH CLAIMS AND ANY CLAIMS ARISING FROM FACTS OR CIRCUMSTANCES WITH REFERENCE TO QUESTION 9.c) ARE EXCLUDED FROM THIS PROPOSED INSURANCE.

10. **PRIOR KNOWLEDGE:**

Does anyone for whom this insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of this proposed insurance? \_\_\_ Yes \_\_\_ No.

If Yes, provide complete details.

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

11. **MATERIALS REQUESTED:**

As an attachment to this Proposal Form, please provide the following:

- A copy of the offering memorandum, Partnership Agreement, prospectus and/or registration statement
- Most recent Annual Report of the Partnership
- Most recent Annual Report on each corporate General Partner (if applicable)
- Most recent filings with the S.E.C. (Form 10-k, 10-Q, 8-k, etc.)
- Most recent interim financial statements on the above
- Any promotional or other information helping to describe the operations, resources, experience and/or long term business strategy

THE UNDERSIGNED AUTHORIZED GENERAL PARTNER(S) OF THE PARTNERSHIP REPRESENTS THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED GENERAL PARTNER(S) AGREES THAT IF THE INFORMATION SUPPLIED ON THIS PROPOSAL CHANGES BETWEEN THE DATE OF THIS PROPOSAL AND THE INCEPTION DATE OF THE POLICY, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE INCEPTION DATE OF THE POLICY, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS PROPOSAL DOES NOT BIND THE PARTNERSHIP OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS PROPOSAL AND ALL PRIOR PROPOSALS FOR POLICIES OF WHICH THE POLICY IS A RENEWAL, AS WELL AS ANY PROPOSALS THAT MAY BE SUBMITTED PURSUANT TO QUESTION 8., SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS PROPOSAL ARE HEREBY INCORPORATED BY REFERENCE INTO THIS PROPOSAL AND MADE A PART HEREOF.

THE PARTNERSHIP AND THE GENERAL PARTNER(S) AGREE THAT THE STATEMENTS MADE IN THIS PROPOSAL ARE THE REPRESENTATIONS OF THE PARTNERSHIP AND THE GENERAL PARTNER(S) AND THAT THEY SHALL BE DEEMED MATERIAL TO THE ACCEPTANCE OF THE RISK OR THE HAZARD ASSUMED BY THE INSURER UNDER THIS POLICY AND THAT THIS POLICY IS ISSUED IN THE HARTFORD UPON THE TRUTH OF SUCH REPRESENTATIONS.

#### **FRAUD WARNINGS**

**ARKANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.**

**COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.**

**DISTRICT OF COLUMBIA APPLICANTS: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."**

**FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.**

**HAWAII APPLICANTS: FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.**

**LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.**

**KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR ANY INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAYBE VIOLATING STATE LAW.

**PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**TENNESSEE:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**VIRGINIA APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL IS PROPERLY SIGNED AND DATED. ALL GENERAL PARTNERS MUST SIGN THE PROPOSAL. IN THE CASE OF A CORPORATE GENERAL PARTNER, BY THE CHAIRMAN

OR PRESIDENT. IN THE CASE OF A PARTNERSHIP GENERAL PARTNER, BY THE MANAGING PARTNER OR HIGHEST RANKING EXECUTIVE OFFICER.

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SIGNATURE AND TITLE

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DATE

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DATE

PLEASE SUBMIT THIS PROPOSAL AND APPROPRIATE MATERIALS TO:

Hartford Financial Products  
2 Park Avenue  
New York, N.Y. 10016