

**The Hartford**

**GENERAL PARTNERS LIABILITY POLICY  
(INCLUDING PARTNERSHIP REIMBURSEMENT)**

In consideration of, and subject to, the payment of the premium, and in reliance upon the particulars, statements, attachments and exhibits contained in and submitted with the Proposal and subject to all the terms, conditions, limitations and any endorsements to this Policy, the Insurer, the Partnership, and the General Partners agree as follows:

**I. INSURING AGREEMENTS**

**(A) GENERAL PARTNERS' LIABILITY**

Except for Loss which the Insurer pays pursuant to Section I(B) of this Policy, the Insurer will pay on behalf of the General Partners Loss which the General Partners shall become legally obliged to pay as a result of a Claim first made against the General Partners and reported to the Insurer during the Policy Period or Discovery Period, if applicable, for a Wrongful Act which takes place during or prior to the Policy Period.

If either the Partnership or an Organization General Partner is permitted or required by the partnership agreement, by-laws or certificate of incorporation of such Organization General Partner, as appropriate, to ultimately indemnify the General Partners for such Loss, or to advance Claims Expenses on their behalf, and does not in fact do so other than for reasons of Financial Insolvency, then the Insurer shall pay all such Loss on behalf of the General Partners, subject to the third listed Retention amount set forth in Item D of the Declarations and all terms and conditions of this Policy. For purposes of this paragraph, any partner, shareholder and/or board of directors resolutions of the Partnership or an Organization General Partner shall be deemed to provide indemnification and advancement for such Loss to the fullest extent permitted or required by the partnership agreement, by-laws or certificate of incorporation of the Partnership or such Organization General Partner.

**(B) PARTNERSHIP REIMBURSEMENT**

The Insurer will pay on behalf of the Partnership and any Organization General Partner all Loss for which the Partnership or the Organization General Partner has, to the extent permitted or required by the partnership agreement, by-laws or certificate of incorporation of the Partnership or such Organization General Partner, indemnified the General Partners, and which the General Partners have become legally obligated to pay as a result of a Claim first made against the General Partners and reported to the Insurer during the Policy Period or Discovery Period, if applicable, for a Wrongful Act which takes place during or prior to the Policy Period.

## **II. EXTENSIONS**

### **(A) DEATH, INCAPACITY OR BANKRUPTCY**

In the event of the death, incapacity or bankruptcy of a General Partner, this Policy shall provide insurance for Loss arising from any Claim made against the estate, legal representatives, heirs or the assigns of such General Partner which, in the absence of such death, incapacity or bankruptcy would otherwise have been insured by this Policy.

### **(B) DISCOVERY PERIOD**

If the Insurer or Partnership shall cancel this Policy pursuant to Section X(A) or if the Insurer or the Partnership elects not to renew this Policy for any reason, the Partnership and the General Partners shall have the right, upon payment of the Discovery Period Premium set forth in Item F of the Declarations, to an extension of the coverage granted by all other terms, conditions, limitations of and any endorsements to this Policy for the period set forth in Item F of the Declarations following the effective date of such cancellation or non-renewal but only with respect to any Wrongful Act taking place before the date of such cancellation or non-renewal. A written request for this extension, together with payment of the Discovery Period Premium, must be made within thirty (30) days after the effective date of cancellation or non-renewal of this Policy. This extension shall not apply if this Policy is terminated by the Insurer for nonpayment of premium.

## **III. CLAIMS EXPENSES AND SETTLEMENTS**

- (A) No Claims Expenses shall be incurred, settlements negotiated or made, contractual obligations assumed or liability admitted with respect to any Claim without the Insurer's written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any Claims Expenses, settlement, assumed obligation or admission to which it has not consented.
- (B) The Insurer shall have the right and shall be given the opportunity to associate itself in the defense and settlement of any Claim that appears reasonably likely to involve this Policy. The Insurer may make any investigation it deems appropriate. However, it shall be the duty of the General Partners and/or the Partnership to defend against Claims made against the General Partners, and the Insurer shall have no such duty or obligation.
- (C) Except as otherwise provided in Section VII of this Policy, the Insurer may at its sole option and upon request, advance on behalf of the General Partners or Partnership, Claims Expenses which they have incurred in connection with Claims made against General Partners, prior to disposition of such Claims, provided always that in the event it is finally established that the Insurer has no liability hereunder for any advanced

Loss, the General Partners or the Partnership, as appropriate, agree to repay the Insurer, upon demand, all such Loss advanced pursuant to this Policy.

#### IV. **DEFINITIONS**

(A) "General Partners" shall mean:

1. any natural person scheduled in Endorsement No. 1 who was or is a general partner of the respective Partnership scheduled in Endorsement No. 1;
2. any natural person who was, now is or shall hereafter be a director or officer of a Subsidiary or an equivalent executive (other than a general partner) of a Partnership scheduled in Endorsement No. 1, duly appointed or elected in accordance with the partnership agreement, by-laws or certificate of incorporation;
3. any natural person who was, now is or shall hereafter be a director, officer or general partner of any Organization General Partner scheduled in Endorsement No. 1, but only with respect to such Organization General Partner acting in its fiduciary capacity as a general partner of the respective Partnership scheduled in Endorsement No. 1;
4. any Organization General Partner, but only with respect to such Organization General Partner acting in its fiduciary capacity as a general partner of the respective Partnership scheduled in Endorsement No. 1.

(B) "Organization General Partner" shall mean any organization scheduled in Endorsement No. 1 that is a general partner of the respective Partnership scheduled in Endorsement No. 1.

(C) "Partnership" shall mean any organization scheduled as such in Endorsement No. 1, and any Subsidiary thereof.

(D) "Subsidiary" shall mean any corporation:

1. which at the inception date of this Policy, is named in the Proposal; and
2. in which more than fifty percent (50%) of the voting stock is owned by any Partnership scheduled in Endorsement No. 1, either directly or through one or more of its Subsidiaries.

In the event a corporation ceases to be a Subsidiary after the inception date of this Policy or after the inception date of any other policy issued by the Insurer of which this Policy is or is deemed to be a renewal or replacement thereof, then this Policy, subject to all of its applicable terms, conditions, endorsements and other provisions, shall continue to afford coverage to directors and officers of such Subsidiary, but

only with respect to a Claim for Wrongful Acts occurring prior to the time such corporation ceased to be a Subsidiary.

In the event that a Partnership directly or indirectly creates or acquires, subsequent to the inception date of this Policy or subsequent to the inception date of any other policy issued by the Insurer of which this Policy is or is deemed to be a renewal or replacement thereof, a) a corporation that meets the definition set forth in Section IV. (D)2. of this Policy, or b) a partnership engaged in the same line of activity as a Partnership, then this Policy, subject to all of its applicable terms, conditions, endorsements and other provisions, shall afford coverage for Claims against the directors and officers of such corporation and/or General Partners of such partnership. Such coverage shall be afforded only: (i) with respect to a Claim for Wrongful Acts occurring subsequent to the effective date of the creation or acquisition of the corporation or partnership, (ii) if the Insurer is given written notice of the creation or acquisition of the corporation or partnership as soon as practicable and within ninety (90) days of the effective date of such creation or acquisition the Insurer agrees in its sole discretion to extend coverage under this Policy with respect to such corporation or partnership, and (iii) the Partnership named in Item A of the Declarations and the Insurer agree as to any additional premium and/or modifications to the coverage otherwise provided under this policy. Absent such agreements, which shall only be effected by endorsement to this Policy, coverage with respect to such corporation or partnership and its General Partners shall be afforded under this Policy only for Claims which are first made and reported to the Insurer during the ninety (90) days from the effective date of the creation or acquisition of such corporation or partnership, provided such Claims are for Wrongful Acts occurring during such ninety (90) days.

- (E) "Wrongful Act" shall mean any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust or breach of warranty of authority committed or attempted by the General Partners solely in their capacity as General Partners.
- (F) "Loss" shall mean sums which the General Partners are legally liable to pay solely as a result of any Claim insured by this Policy, including Claims Expenses, compensatory damages, settlement amounts and legal fees and costs awarded pursuant to judgments, but excluding fines, penalties, taxes, punitive or exemplary damages, the multiple portion of any multiplied damage award, or matters uninsurable pursuant to any applicable law.
- (G) "Claim" shall mean: (a) a judicial or other proceeding against a General Partner for a Wrongful Act and in which such General Partner could be subject to a binding adjudication of liability for compensatory money damages or other civil relief, including any appeal therefrom, or (b) a written demand against a General Partner for compensatory money damages or other civil relief on account of a Wrongful Act.

A Claim shall be deemed to have been first made against a General Partner on the date that a summons or similar document is first served upon such General Partner, or on the date that any General Partner first receives a written demand as defined herein, whichever date first occurs.

- (H) "Claims Expenses" shall mean reasonable and necessary costs, charges, fees (including attorneys' fees and experts' fees) and expenses incurred in the defense of a Claim and the premium for appeal, attachment or similar bonds, but shall not include the wages, salaries or expense of any General Partner or employee of the Partnership.
- (I) "Policy Period" shall mean the period set forth in Item B of the Declarations or any shorter period that may occur as a result of a cancellation of this Policy.
- (J) "Interrelated Wrongful Acts" shall mean Wrongful Acts that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- (K) "Personal Injury" shall mean false arrest, detention or imprisonment, or malicious prosecution; the publication or utterance of a libel or slander or of other defamatory or disparaging material; a publication or utterance in violation of an individual's right of privacy; wrongful entry or eviction; or the invasion of the right of private occupancy.
- (L) "Financial Insolvency" means the status of the Partnership or an Organization General Partner as a result of the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the Partnership or Organization General Partner, or the Partnership or Organization General Partner becoming a debtor in possession.

## V. EXCLUSIONS

The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the General Partners:

- (A) based upon or attributable to their gaining in fact any personal profit or advantage or receiving any remuneration to which they were not legally entitled;
- (B) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly, Personal Injury, bodily injury, sickness, disease, emotional distress, mental anguish, outrage, humiliation or death of any person, or damage to or destruction of any tangible property including loss of use thereof;
- (C) in their capacities as directors and officers of any Subsidiary for any actual or alleged Wrongful Act occurring at any time when such corporation was not a Subsidiary;

- (D) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly, any claim, Wrongful Act, or circumstance notice of which was given under any directors and officers liability or general partners liability policy the term of which incepted prior to the inception date of this Policy;
- (E) brought or maintained by or on behalf of a General Partner in any capacity and/or the Partnership, except:
- (1) a Claim that is a derivative action brought or maintained on behalf of the Partnership or any Organization General Partner by one or more persons who are not General Partners and who bring or maintain the Claim without the solicitation, aid, assistance or participation of the Partnership or any General Partner; or
  - (2) a Claim by a General Partner for the actual or alleged wrongful termination of the General Partner's employment; or
  - (3) a Claim brought or maintained by one or more General Partners in any capacity against other General Partners solely for contribution or indemnity, which Claim directly results from a Claim brought against General Partners that is otherwise covered under this Policy;
- (F) based upon or attributable to the General Partner, or with respect to any Organization General Partner any director, officer or general partner of such Organization General Partner, committing any deliberately dishonest, malicious, criminal or fraudulent act or omission or any willful violation of law; however, notwithstanding the foregoing, such General Partner shall be protected under the terms of this policy as to any Claim alleging any deliberately dishonest, malicious, criminal or fraudulent act or omission or any willful violation of law on the part of such General Partner, unless a judgment or other final adjudication thereof adverse to such General Partner shall establish that a deliberately dishonest, malicious, criminal or fraudulent act or omission or any willful violation of law was committed by such General Partner and was material to the cause of action so adjudicated;
- (G) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly,
- (1) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
  - (2) any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, nuclear material or nuclear waste, including but not limited to claims alleging damage to the Company or its shareholders, other security holders, creditors or other

stakeholders, based upon or arising from the matters described in subparagraph (1) or (2) of this exclusion.

Pollutants include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, asbestos or asbestos-containing products and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed;

- (H) based upon or attributable to such General Partner serving as a director, officer, partner, trustee, regent, governor or employee of any organization other than the Partnership even if such service is at the direction or request of the Partnership;
- (I) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly, any General Partner serving in the capacity of trustee, fiduciary or administrator of any employee pension benefit plan or employee welfare benefit plan or otherwise based upon or arising from an actual or alleged violation of the Employee Retirement Income Security Act of 1974, amendments thereto or similar federal, state, local or common law;
- (J) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly, an accounting of profits made from the purchase or sale by such General Partners of securities of the Partnership within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state, local or common law;
- (K) for, based upon, arising from, attributable to, related to, or in any way involving, directly or indirectly, any demand, suit, action or other proceeding against the Partnership or any General Partners which was pending on or existed prior to the inception date of this Policy, or based upon or arising from the same or substantially similar facts, circumstances or allegations which are the subject of or the basis for such demand, suit, action or other proceeding.

The Wrongful Act of any General Partner shall not be imputed to any other General Partner for purposes of applying the Exclusions set forth in this Section V.

## **VI. LIMITS OF LIABILITY, RETENTION AND COINSURANCE**

- (A) The Insurer's aggregate Limit of Liability for all Loss otherwise covered under this Policy shall be the amount shown under Item C of the Declarations whether such Loss is covered under Section I (A), I (B) or both. The Limit of Liability in the Discovery Period shall be a part of, and not in addition to, the Limit of Liability shown under Item C of the Declarations.

- (B) The Insurer's liability in respect of Loss arising from each Claim made against any of the General Partners shall apply only to that part of Loss which is excess of the applicable Retention set forth in Item D of the Declarations.
- (C) All Claims arising out of the same Wrongful Act or Interrelated Wrongful Acts of one or more of the General Partners shall be considered a single Claim. Such Claims shall be deemed to be first made solely within the earliest Policy Period in which the first such Claim is made, or deemed to be made pursuant to Section VIII(A) of this Policy.
- (D) In the event Loss arising from a single Claim is subject to more than one Retention, the third listed Retention amount set forth in Item D of the Declarations shall be the maximum Retention applicable to such Claim.
- (E) The Limit(s) of Liability available to pay judgments or settlements shall be reduced by Claims Expenses.
- (F) With respect to all Loss in excess of the applicable Retention amount set forth in Item D of the Declarations and which arises from Claims first made during the Policy Period or Discovery Period (if applicable), the General Partners and/or the Partnership, as appropriate, shall bear uninsured the percentage of all such Loss specified in Item G of the Declarations. The Insurer's liability under this Policy shall apply only to the remaining percentage of all such Loss.

## **VII. ALLOCATION**

If both Loss covered under this Policy and loss not covered under this Policy are incurred, either because a Claim against General Partners includes both covered and uncovered matters or because a Claim is made against both a General Partner and others, including the Partnership, the General Partners and/or the Partnership and the Insurer shall use their best efforts to agree upon a fair and proper allocation of such amount between covered Loss and uncovered loss.

If there can be an agreement on an allocation of Claims Expenses, the Insurer shall advance on a current basis Claims Expenses allocated to covered Loss. If there can be no agreement on an allocation of Loss:

- (a) no presumption as to allocation shall exist in any arbitration, suit or other proceeding; and
- (b) the Insurer shall advance on a current basis Claims Expenses which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and
- (c) the Insurer, if requested by the General Partners and/or the Partnership, shall submit the dispute to binding arbitration. The rules of the American Arbitration

Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the General Partners and/or the Partnership, one arbitrator selected by the Insurer and a third independent arbitrator selected by the first two arbitrators.

Any negotiated, arbitrated or judicially determined allocation of Claims Expenses on account of a Claim shall be applied retroactively to all Claims Expenses on account of such Claim, notwithstanding any prior advancement to the contrary. Any allocation or advancement of Claims Expenses on account of a Claim shall not apply to or create any presumption with respect to the allocation of other Loss on account of such Claim.

#### **VIII. NOTICE OF CLAIM OR WRONGFUL ACT THAT MAY GIVE RISE TO A CLAIM**

- (A) If during the Policy Period the General Partners or the Partnership become aware of a specific Wrongful Act that may reasonably be expected to give rise to a Claim against any General Partner, and, if such Wrongful Act is reported to the Insurer during the Policy Period in writing with particulars as to the reasons for anticipating such a Claim, the nature and dates of the alleged Wrongful Act, the alleged injuries or damages sustained, the names of potential claimants, any General Partner involved in the alleged Wrongful Act and the manner in which the General Partners or the Partnership first became aware of the specific Wrongful Act, then any Claim subsequently arising from such specific Wrongful Act duly reported in accordance with this paragraph shall be deemed under this Policy to be a Claim made during the Policy Period.
- (B) As a condition precedent to their rights under this Policy, the Partnership and/or General Partners shall give to the Insurer written notice as soon as practicable of any Claim. Notice of any Claim or specific Wrongful Act shall be given in writing to c/o The Hartford, Hartford Plaza, Hartford, CT 06115, ATTN: FINANCIAL PRODUCTS DIVISION. Notice shall not be effective until the date of receipt by the Insurer at this address.

All other notices under this Policy shall be given in writing to the same addressee but to the attention of Financial Products Underwriters and with referral to the Policy Number indicated in the Declarations.

#### **IX. COOPERATION**

- (A) The General Partners and the Partnership shall, as a condition precedent to their rights under this Policy, give to the Insurer all information and cooperation as it may reasonably require and shall do nothing that may prejudice the Insurer's position or its potential or actual rights of recovery.

- (B) No General Partner shall be required to contest any Claim unless counsel (to be mutually agreed upon by the General Partner and the Insurer) shall advise that such Claim should be contested by the General Partner.

**X. GENERAL CONDITIONS**

(A) CANCELLATION OF POLICY

The Insurer may cancel this Policy at any time by sending not less than sixty (60) days notice by mail to the Partnership at the address shown in Item A of the Declarations, except that in cases of non-payment of premium, the Insurer may cancel upon ten (10) days notice. The Partnership named in Item A of the Declarations may cancel this Policy by sending contemporaneous notice by mail to the Insurer. In the event the Insurer cancels this Policy, the Insurer shall retain the pro rated proportion of the premium hereon. In the event the Partnership cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

(B) SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof, and the General Partners and the Partnership shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Partnership or the General Partners.

(C) PARTNERSHIP AUTHORIZATION

By acceptance of this Policy, the Partnership named in Item A of the Declarations agrees to act on behalf of all General Partners with respect to the giving and receiving of notice of Claim or cancellation, the payment of premiums and the receiving of any return premium, the negotiation, agreement to and acceptance of any endorsements issued to form part of this Policy, and the exercising of the Discovery Period option; and the General Partners agree that the Partnership shall act on their behalf.

(D) OTHER INSURANCE

If any Loss arising from any Claim is insured by another valid policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number indicated on this Policy's Declarations.

(E) ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Insurer.

(F) CHOICE OF LAW

This Policy and its terms shall be governed and construed in all respects in accordance with the law of the jurisdiction of the address set forth in Item A of the Declarations, without regard to choice of law or conflicts of law rules.

(G) ACTION AGAINST INSURER

No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and the amount of the General Partners' obligation to pay shall have been finally determined either by judgment against the General Partners after actual trial, or by written agreement of the Directors and/or Officers, the claimant and the Insurer.

No person or organization shall have the right under this Policy to join the Insurer as a party to any action against the General Partners to determine the General Partners' liability, nor shall the Insurer be impleaded by the General Partners or their legal representative. Bankruptcy or insolvency of a General Partner or of a General Partner's estate or of the Partnership shall not relieve the Insurer of any of its obligations hereunder.

(H) MERGER OR CONSOLIDATION

In the event (i) a Partnership acquires by merger, consolidates with, or is merged into another organization, or (ii) another organization or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organizations or persons of more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of directors or the selection of general partners of the Partnership (any or all such events herein referenced as a "Transaction") after the inception date of this Policy, written notice of such Transaction shall be given to the Insurer within thirty (30) calendar days of the effective date of the Transaction, together with such information as the Insurer may request. The Partnership shall pay any additional premium required if the Insurer, at its sole option, agrees to continue coverage under this Policy after the Transaction for such Partnership and its Subsidiaries. If notice of the Transaction is not duly given as set forth in this paragraph, or if the Insurer does not agree to continue coverage under this Policy after the Transaction for such Partnership and its Subsidiaries, there shall be no coverage afforded under this Policy

(including any exercise of a Discovery Period pursuant to Section II. B) for such Partnership and its Subsidiaries and their General Partners with respect to any Wrongful Act occurring after the effective date of the Transaction.

SPECIMEN