

**IMPORTANT CHANGES TO YOUR
DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY
DO (2)1200 (07-96)**

The following changes to your coverage will apply. This is only a summary of the changes and does not supersede the policy. Please read the policy form for complete terms, conditions and exclusions. If you have any questions, contact your insurance agent.

Insuring Agreements

The DO (2)(3)1300 (12-08) has three Insuring Agreements. The previous "Coverage B Corporate Liability Insurance" Insuring Agreement has been broken out into two separate insuring clauses: "Coverage B. Corporate Indemnification Insurance" and "Coverage C. Corporate Securities Claim Insurance".

Extended Reporting Period

An Extended Reporting Period of 12 months will continue to be available upon payment of 75 percent of the full annual premium for claims first made and reported during the 12 months following the effective date of cancellation or non renewal of the Policy.

Definitions

1. The definition of "Claim" has been broadened to include regulatory proceedings, formal investigations of Insured Persons and Shareholder Derivative Investigations.
2. The definition of "Company" has been broadened to include the Debtor in Possession in the event any bankruptcy proceeding is instituted against the Company.
3. The definition of "Costs of Defense" has been broadened to include Extradition Coverage and Shareholder Derivative Investigation Coverage.
4. A definition for "Extradition" has been added.
5. The definition of "Directors or Officers" has been replaced with "Insured Persons". The definition of Insured Persons has been broadened by the addition of: managers of Limited Liability Companies; coverage for employees for Securities Claims; coverage for Employed Lawyers and the domestic partners of Insured Persons.
6. The definition of Loss" has been broadened to include: the award of pre and post judgment interest; punitive or exemplary damages where insurable by law and to clarify that the Insurer will not assert that any portion of any settlement in a Securities Claim constitutes uninsurable Loss due to alleged violations of Sections 11 or 12 of the Securities Act of 1933.
7. The definition of "Outside Entity" has been broadened to include any non-profit organization.
8. The definition of "Prior and Pending Litigation Date" replaces the definition of "Continuity Date".
9. The definition of "Proposal" has been added.
10. The definition of "Securities Claim" has been broadened to add formal proceedings brought against the Company by the Securities and Exchange Commission.
11. The definition of "Shareholder Derivative Investigation" has been added.
12. The definition of "Subsidiary" has been broadened by the following: non profit organizations under section 501(c)(3) of the Internal Revenue Code of 1986; asset threshold for newly created or acquired Subsidiaries has been increased to 25% of total assets of the Company and the notice requirement for these entities omitted.
13. The definition of "Wrongful Act" has been broadened to include Wrongful Employment Acts.
14. The definition of "Wrongful Employment Acts" has been added.

Exclusions

1. Exclusion A. was amended by adding final adjudication exception language and Section 11 or 12 of the Securities Act of 1933 exception language.
2. Exclusion B. was amended by adding final adjudication exception language.
3. Exclusion C. was amended by adding final adjudication exception language and Section 11 or 12 of the Securities Act of 1933 exception language.
4. Exclusion D. was amended by adding Wrongful Employment Act exception language.
5. Exclusion F. sub-paragraph 2. was amended to add Wrongful Employment Act exception language.
6. Exclusion F. was amended by adding sub-paragraph 4. to add exception language for a Claim brought by the Creditor's Committee, Examiner or Trustee.
7. Exclusion F. was amended by adding sub-paragraph 5. to add exception language for a Securities Claim brought by an employee.
8. Exclusion F. was amended by adding sub-paragraph 6. to add former Insured Person exception language.
9. Exclusion F. was amended by adding sub-paragraph 7. to add "whistle-blower" exception language.

10. Exclusion F. was amended by adding sub-paragraph 8. to add exception language for Claims brought outside a jurisdiction with a Common Law legal system.
11. Exclusion G. was amended to add "and collectible"
12. Exclusion H. of the DO 21200 (07-96) was omitted from the DO 21300 (12-08) and similar non-stacking language was added to Exclusion J.
13. Exclusion H. (formerly I.), was amended to add "any Wrongful Act" for clarification.
14. Exclusion I. (formerly J.), sub paragraph 2. was amended to remove the "implied warranty" language.
15. Exclusion I. sub paragraph 3. was amended to incorporate the non-stacking language from Exclusion H. of the DO 31200 (07-96).
16. Exclusion J. (formerly K.), was amended to incorporate exclusionary language for "nuclear" exposures and add the Coverage A exception language for derivative security holder Claims.
17. Exclusion K. (formerly L.), was amended to specify Management Liability or similar insurance policies.
18. Exclusion L. (formerly M.), was amended to incorporate investigations.
19. Exclusion M. was added to exclude violations of listed employment related laws pertaining to the Wrongful Employment Act exposure.
20. Exclusion N. was added to exclude violations of employment related regulations pertaining to the Wrongful Employment Act exposure.
21. The "Exclusion Severability Language" was moved to the end of the Exclusions section and broadened to make severable the facts pertaining to and the knowledge possessed by any Insured for all exclusions.

Limit of Liability and Retentions

1. Sub paragraph A was amended to clarify that the Insurer's obligation is fulfilled when the Limits of Liability have been exhausted.
2. Sub paragraph B. was added to stipulate the sub-limit for Shareholder Derivative Investigations coverage.

Defense, Cooperation and Settlement

1. Sub paragraph A was amended by the addition of "pursuant to a written undertaking in a form satisfactory to the Insurer,".
2. Sub paragraph E. was added to provide coverage for Costs of Defense incurred by the Insureds for informal investigations that give rise to a Claim.
3. Sub paragraph F. was added to incorporate "order of payments" language.
4. Sub paragraph G. was added to incorporate up to a 25% reduction in Retention applicable to the Costs of Defense for a Securities Claim if the Insured selects from the Panel Counsel list

Notice of Claim and Multiple Claims

Sub paragraph A. has been broadened to allow the Insured to give written notice of any Claim made during the Policy Period, as soon as practicable after the Company's Risk Manager or General Counsel become aware of the Claim, but in no event later than 30 days after the expiration of the Policy Period.

General Conditions

1. Condition B. Proposal was added.
2. Condition E. Subrogation (formerly D.), was amended to add "final adjudication" language and to clarify the order in which recovered amounts will be applied.
3. Condition I. Coverage Territory was added.
4. Condition J. State Amendatory Inconsistency was added.