



**EAGLE COVERAGE ENHANCEMENT ENDORSEMENT
(INCLUDES FIRST DOLLAR COSTS OF DEFENSE COVERAGE)**

The Policy is amended as follows:

Amendment to Definitions

1. Section III. A. is deleted and replaced with the following:
 - A. **"Administration"** shall mean any of the following activities:
 - (1) giving employees of the **Company**, plan participants, or beneficiaries any counsel or advice;
 - (2) determining and calculating **Benefits**;
 - (3) handling of records;
 - (4) preparing and distributing and/or filing required notices or documents; or
 - (5) enrolling, terminating or cancelling the participation of employees of the **Company**, participants or beneficiaries.
2. Section III. B. is deleted and replaced with the following:
 - B. **"Claim"** shall mean:
 - (1) a written demand, other than a claim for **Benefits** pursuant to an **Employee Benefit Plan**, for monetary or non-monetary relief;
 - (2) a written request that an **Insured** participate in an alternative dispute resolution proceeding;
 - (3) a civil or criminal proceeding brought against any **Insured** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or filing of notice of charges or similar document;

Insured: DIPRETE ENGINEERING ASSOCIATES, INC.

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:

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- (4) a fact-finding investigation, whether or not a **Wrongful Act** is alleged, by the United States Department of Labor or the Pension Benefit Guaranty Corporation or any other similar governmental agency located outside of the United States of America;
 - (5) an agency or regulatory adjudicative proceeding to which an **Insured** is subject;
 - (6) a written request to enter into an agreement to toll any applicable statute of limitations prior to the commencement of any judicial, administrative, regulatory or alternative dispute resolution proceeding; or
 - (7) an appeal by a plan participant or beneficiary pursuant to the United States Department of Labor's reasonable claims procedures set forth in 29CFR 2560.503-1(h) following an adverse benefits determination by an **Insured**.
- 3. Section III. E. is deleted and replaced with the following:
 - E. "**Cost of Defense**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim** including the costs of an independent fiduciary, appeal bond, attachment bond, or similar bond (but without obligation on the part of the **Insurer** to retain such independent fiduciary or apply for or furnish such bonds). However, **Cost of Defense** shall not include salaries, wages, overhead or benefit expenses of any employee of the **Company**.
- 4. Section III. F. is deleted and replaced with the following:
 - F. "**Employee Benefit Plan**" shall mean any:
 - (1) **Pension Plan**;
 - (2) **Welfare Plan**;
 - (3) **Foreign Plan**; and
 - (4) any other plan, fund, trust, or program not subject to Title I of **ERISA**which was in existence on or before the inception of the **Policy Period** and which is sponsored solely by the **Company**.

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Unless otherwise specifically provided for by written endorsement to this Policy, **Employee Benefit Plan** shall not mean any **Mandated Benefit Program** or any:

- (i) voluntary employee benefits association;
- (ii) multiple employer welfare arrangement;
- (iii) multiple employer plan; or
- (iv) multiemployer plan.

5. Section III. G. is deleted and replaced with the following:

G. “ERISA” shall mean the Employee Retirement Income Security Act of 1974 and any subsequent amendments thereto including but not limited to those made pursuant to:

- (1) Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- (2) Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- (3) Pension Protection Act of 2006 (PPA); and
- (4) Patient Protection and Affordable Care Act (PPACA).

6. Section III. H. is deleted and replaced with the following:

H. “Insured(s)” shall mean:

- (1) the **Company** including the resulting Debtor in Possession (or foreign equivalent status) in the event of insolvency;
- (2) any **Employee Benefit Plan**; and
- (3) any **Insured Person**.

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7. Section III. J. is deleted and replaced with the following:

J. "Loss" shall mean:

- (1) settlements, judgments, compensatory damages, and, where permitted by law, punitive or exemplary damages and/or the multiple portion of any multiplied damage award, including pre-judgment interest and post-judgment interest;
- (2) **Costs of Defense**; and
- (3) **Civil Penalties**;

provided, however, **Loss** shall not include:

- (4) **Benefits**, contributions, or that portion of any settlement or award equal to the value of such **Benefits** or contributions, unless and to the extent the recovery of such **Benefits** or contributions is the result of a covered **Wrongful Act** and becomes payable as a personal obligation of an **Insured Person**;
- (5) taxes, tax penalties, civil fines or penalties except for **Civil Penalties** and any payment made pursuant to Section IX.L. of this Policy;
- (6) any amount which may be deemed uninsurable under the law pursuant to which this Policy is construed;
- (7) salary, wages, tips, commissions or any other form of compensation (including but not limited to stock options); and
- (8) costs incurred in connection with cleaning up, removing, eliminating, abating, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**.

It is further understood and agreed that the enforceability of the foregoing coverage for punitive damages, exemplary damages and **Civil Penalties** shall be governed by such applicable law which most favors coverage for punitive and exemplary damages and civil penalties.

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8. Section III. L. is deleted and replaced with the following:

L. "Pension Plan(s)" shall mean any employee pension benefit plan as defined by **ERISA**.

9. Section III. P. is deleted and replaced with the following:

P. "Welfare Plan(s)" shall mean any employee welfare benefit plan as defined by **ERISA**.

10. Section III. Q. is deleted and replaced with the following:

Q. "Wrongful Act(s)" shall mean:

- (1) any actual or alleged violation of any of the responsibilities, obligations, or duties imposed upon fiduciaries of an **Employee Benefit Plan** by any **Employee Benefit Law** including, but not limited to the actual or alleged negligent selection or failure to monitor any third-party service provider such as an investment manager(s) and/or provider(s) of **Managed Care Services** for any **Employee Benefit Plan**;
- (2) any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty in **Administration** related to any **Employee Benefit Plan** or **Mandated Benefit Program**;
- (3) any other matter claimed against any **Insured** solely by reason of their status as a fiduciary of any **Employee Benefit Plan**; and
- (4) any other matter claimed against any **Insured** solely by reason of their status as settlor of any **Employee Benefit Plan**.

11. Section III. is amended by the addition of the following:

R. "Benefits" shall mean any obligation pursuant to an **Employee Benefit Plan** or **Mandated Benefits Program** which is a payment of money or which conveys any property right, privilege, option, or perquisite to a plan participant and/or beneficiary, provided, however, **Benefits** shall not mean loss to an **Employee Benefit Plan** or loss in the actual accounts of participants in an **Employee Benefit Plan** by reason of a change in value of the investments held by that **Employee Benefit Plan**, including but not limited to employer securities, as defined by **ERISA**, whether the amounts sought in any **Claim** have been characterized as benefits or deemed by a court to be benefits.

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S. "Civil Penalties" shall mean amounts imposed upon any **Insured** solely in connection with any **Employee Benefit Plan**:

- (1) for any violation of the privacy provisions of HIPAA (HIPAA Penalties);
- (2) under Section 502(c) of **ERISA** including but not limited to the civil penalties created pursuant to the Pension Protection Act of 2006 (502(c) Penalties);
- (3) for inadvertent violations by an **Insured** of the nondiscrimination requirements of the PPACA, as amended, and set forth in Internal Revenue Code Section 105(h) (PPACA Penalties);
- (4) under Internal Revenue Code ("IRC") Section 4975, provided, payment of such penalties shall be limited to a maximum of fifteen percent(15%) of the amount involved as defined in IRC Section 4975(f)(4)(A);
- (5) under Section 502(i) of **ERISA**, provided, payment of such penalties shall be limited to a maximum of five percent (5%) of the amount involved as defined in IRC Section 4975(f)(4)(A);
- (6) under Section 502(l) of **ERISA**, provided, payment of such penalties shall be limited to twenty percent (20%) of the applicable recovery amount as defined in Section 502(l)(2) of **ERISA** or a lesser amount if the amount is reduced by Section 502(l)(3) or 502(l)(4) of **ERISA**.

provided, however, amounts for (1) through (3) above shall be subject to the respective sublimits set forth in Section V. of the Policy.

T. "Financial Insolvency" shall mean the **Company** becoming a debtor-in-possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official to control, supervise, manage or liquidate the **Company**.

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- U. “**Pollutants**” shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, including any materials to be recycled, reconditioned or reclaimed.
- V. “**Non-Indemnifiable Loss**” shall mean **Loss** incurred by **Insured Person(s)** which is not indemnified by the **Company** either because (1) the **Company** is not legally permitted to indemnify such **Insured Person(s)**; or (2) the **Financial Insolvency** of the **Company**.
- W. “**Employee Benefit Law**” shall mean:
- (1) **ERISA**;
 - (2) any state or local statute or common law to which an **Employee Benefit Plan** is subject and which is not otherwise preempted by **ERISA**;
 - (3) any foreign statute or common law anywhere in the world which is similar to **ERISA** and to which an **Employee Benefit Plan** is subject; and
 - (4) any rules and regulations promulgated under (1) through (3) above;
- provided, however, **Employee Benefit Law** shall not mean any law concerning workers’ compensation, unemployment insurance, social security or disability benefits.
- X. “**Foreign Plan**” shall mean any plan, fund, trust or program maintained in a jurisdiction outside the United States of America primarily for nonresident aliens.
- Y. “**Managed Care Services**” shall mean the administration or management of a **Welfare Plan** utilizing cost control mechanisms, including, but not limited to:
- (1) case, disease, or pharmacy management;
 - (2) the use of a preferred provider network or health maintenance organization; and
 - (3) utilization review.

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- Z.** “**Voluntary Compliance Program**” shall mean any voluntary compliance resolution program or similar voluntary settlement program administered by the United States Department of Labor, the Internal Revenue Service, Pension Benefit Guaranty Corporation and any other similar governmental authorities located outside the United States of America. Such compliance resolution programs include, but are not limited to:
- (1) Employee Plans Compliance Resolution System;
 - (2) Delinquent Filer Voluntary Compliance Program;
 - (3) Voluntary Fiduciary Correction Program;
 - (4) Self Correction Program;
 - (5) Premium Compliance Evaluation Program; and
 - (6) Participant Notice Voluntary Correction Program.

Supplemental Coverage for Voluntary Compliance Payments
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Section IX. is amended by the addition of the following:

L. Supplemental Coverage for Voluntary Compliance Payments

Subject to the sublimit set forth in Section V. of the Policy, the **Insurer** shall pay on behalf of an **Insured** fines, penalties, sanctions and reasonable and necessary costs and expenses incurred pursuant to a **Voluntary Compliance Program**, provided, the circumstances giving rise to the **Insured's** participation in the **Voluntary Compliance Program** are first discovered and reported to the **Insurer** during the **Policy Period** or **Discovery Period**. Salaries, wages, overhead and **Benefits** of any **Insured Person** or any employee of an **Insured** are expressly excluded from this supplemental coverage.

Any payments pursuant to this Section of the Policy shall not waive any of the **Insurer's** rights under this Policy or at law, including in the event that circumstances giving rise to such payment result in a **Claim**.

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Amendments to Exclusions

1. Section IV.A. is deleted and replaced with the following:

A. brought about or contributed to by:

- (1) any **Insured** gaining any profit, advantage, or remuneration to which they were not legally entitled;
- (2) the deliberately fraudulent or criminal acts of any **Insureds**; or
- (3) any **Insured** or person for whose actions the **Insured** is legally responsible knowingly or willfully violating any statute, rule or law including but not limited to **Employee Benefit Law**.

This exclusion shall not apply unless and until there is a final, non-appealable adjudication as to such conduct in an underlying proceeding, and the **Wrongful Acts** of any **Insured** shall not be imputed to any other **Insured**.

2. Section IV. B. is deleted and replaced with the following:

B. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act(s)**, **Related Wrongful Acts**, or any fact, circumstance or situation which has been the subject of any notice given or **Claim** reported under any other policy which provided any coverage for Fiduciary Liability and of which this Policy in whole or in part is a direct or indirect renewal or replacement.

3. Section IV. D. is deleted and replaced with the following:

D. for any actual or alleged:

- (1) damage to or destruction of any tangible property, or the loss of use thereof, and/or;
- (2) bodily injury, sickness, disease, death, mental anguish, or emotional distress of any person,

provided, however, part (2) of this exclusion shall not apply to any **Claim** involving the denial or delay of **Benefits** under a **Welfare Plan**;

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4. Section IV. E. is deleted in its entirety.
5. Section IV. G. is deleted and replaced with the following:
 - G. which is insured in whole or in part by any other valid and collectible policy or policies, except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies, whether such policies are stated to be primary, contributory, excess, contingent or otherwise.
6. Section IV. I. is deleted in its entirety.

Amendment to Limit of Liability ~Sublimits for HIPPA, 502(c) and PPACA Civil Penalties

Section V. is amended by the addition of the following:

The **Insurer** shall be liable to pay up to the amount set forth below for the respective **Civil Penalties**, provided the **Claim** is otherwise covered. The sublimits are part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations.

HIPAA Penalties Sublimit:	\$500,000;
502(c) Penalties Sublimit:	\$ 500,000; and
PPACA Penalties Sublimit	\$ 500,000 .

Payments for Voluntary Compliance made pursuant to Section IX.L. of this Policy shall be subject to an aggregate sublimit of \$ _500,000___ , which is part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations.

Amendment to Retention

1. Section VI. A. is deleted and replaced with the following:
 - A. The Retention shall not apply to:
 - (1) **Costs of Defense** incurred by the **Insurer**;
 - (2) **Non-Indemnifiable Loss**;
 - (3) **Civil Penalties** as set forth in Section III.S.(1) through III.S.(3).

The Retention shall apply to all other **Loss** for each **Claim**. The **Company** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention. In the event a **Claim** triggers more than one Retention, then, as to such **Claim**, the highest Retention shall apply unless the Policy expressly provides otherwise.



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2. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. **Retentions:**

- | | |
|---|---------------------|
| (1) Non-Indemnifiable Loss: | NONE |
| (2) for each Claim involving employer securities defined by ERISA: | \$ <u> 0 </u> |
| (3) for each Claim which does not involve employer securities as defined by ERISA: | \$ <u> 0 </u> |

Amendment to Defense and Settlements

1. Section VII. B. is deleted and replaced with the following:

B. The **Insurer** has the right to settle any **Claim**. In the event the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the **Retention** which the **Insurer** would have contributed to the settlement had the **Insured** consented to settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and 75 % of any additional covered **Loss**, including **Cost of Defense** subsequent to such refusal and subject to the Limit of Liability.

2. Section VII.D. is amended by the addition of the following:

Notwithstanding the foregoing, if a **Claim** can be resolved in which all **Loss**, including **Costs of Defense**, does not exceed the applicable Retention, then the **Insurer's** consent shall not be required, provided, however, the **Insureds** agree to notify the **Insurer** of the disposition and provide the **Insurer** with all information and particulars it may reasonably request about the **Claim** and its disposition as soon as practicable and in no event later than the expiration of this Policy.

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3. Section VII. E. is deleted and replaced with the following:

- E.** In the event the **Insured** assumes the defense of any **Claim**, the **Insurer** shall advance **Costs of Defense** prior to the final disposition of such **Claim**, provided such **Claim** is covered by this Policy. Such advancement shall be within 90 days after receipt of written evidence that **Costs of Defense** have been incurred. Any advancement shall be on the condition that:
- (1) the appropriate **Retention** has been satisfied;
 - (2) any amounts advanced by the **Insurer** shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;
 - (3) the **Insureds** and **Insurer** have agreed upon the portion of **Costs of Defense** attributable to covered **Claims** against the **Insureds**; and
 - (4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Loss**, the **Insureds** will repay the **Insurer** upon demand for all **Costs of Defense** advanced with the exception of the amounts the **Insurer** has expressly agreed not to seek recovery for pursuant to the Disproven Allegations Provision or the Amended Subrogation section of this Endorsement.

Notice of Claim to Specified Individual

Section VIII. A is deleted and replaced with the following:

- A.** The **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Such notice shall be given as soon as practicable from the date the plan administrator or the **Company's** President, CEO, or CFO (or their respective functional equivalents) has knowledge of the **Claim** but in no event later than 90 days after the end of the **Policy Period**.



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Amendment to Coverage Extensions

1. Section IX. E. (2) is deleted and replaced with the following:

(2) Spousal Provision

The coverage provided by this Policy shall also apply to:

- (i) any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law; or
- (ii) the lawful spouse of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person**.

2. Section IX. E. is amended with the addition of the following:

(5) Multiemployer Plan Administration Provision

Solely with respect to any multiemployer plan, as defined in **ERISA**, in which the **Company** is a participating employer, **Wrongful Act** shall also mean any actual or alleged act, omission, error, misstatement, misleading statement, neglect, or breach of duty in the **Administration** of such plan(s), provided, however, there shall be no coverage for the plan itself, other participating employers in the plan, or the fiduciaries or administrators of such plan.

(6) Collectively Bargained Contracts Provision

Solely with respect to collectively bargained contracts in connection with an **Employee Benefit Plan**, this Policy shall pay **Loss** of an **Insured** arising out of a **Claim** for any actual or alleged violation of Section 301 of the Labor Management Relations Act by an **Insured**.

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(7) Disproven Allegations Provision

In the event the **Insurer** makes any payment for **Loss** in connection with a **Claim** and it is subsequently established that the **Wrongful Act(s)** are disproven such that the **Claim** is outside the scope of coverage under this Policy because:

- (a) an **Insured Person** who was alleged to be a fiduciary of an **Employee Benefit Plan** was not a fiduciary; and
- (b) a plan that is alleged to be an **Employee Benefit Plan** was not an **Employee Benefit Plan**;

the **Insurer** shall not seek recovery of such **Loss**.

Amended Subrogation

Section IX. F. is amended with the addition of the following:

provided, however, the **Insurer** agrees not to seek recourse against fiduciaries who are **Insured Persons** and paid a Waiver of Recourse Fee of \$25.00 to the **Insurer**.

Changes to Insureds

1. Section III.O.(2) is deleted and replaced with the following:

- (2) subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** after such date, if the entity's total assets do not exceed 30 % of the total consolidated assets of the **Corporation** as of the inception date of this Policy; or

2. Section IV.F. is deleted and replaced with the following:

F. for any **Wrongful Act** of any **Subsidiary** or entity that merges with the **Company** as well as any **Wrongful Act** of any **Insured Persons** of such **Subsidiary** or merged entity occurring:

- (1) prior to the date such entity became a **Subsidiary** or was merged with the **Company**;

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- (2) subsequent to the date such entity became a **Subsidiary** or was merged with the **Company**, which together with a **Wrongful Act** occurring prior to such date, would constitute **Related Wrongful Act(s)**; or
 - (3) subsequent to the date the **Corporation** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting interest of such **Subsidiary**;
- 3. Section IV.H. is deleted and replaced with the following:
 - H.** for any **Wrongful Act(s)** involving the respective **Employee Benefit Plan(s)** identified below which occur or are alleged to have occurred subsequent to the date:
 - (1) the **Company's** or **Insured Persons'** responsibilities for the **Administration** of, or as fiduciary of, an **Employee Benefit Plan** are assumed by another person or entity;
 - (2) of asset transfer in the event an **Employee Benefit Plan** is merged or consolidated with another plan;
 - (3) the residual assets of a **Pension Plan** terminated pursuant to Section 403(d)(1) of **ERISA** are distributed, or, in the event of no such residual assets being available, the date of the final distribution of plan assets;
 - (4) the assets of a **Welfare Plan** are distributed pursuant to Section 403(d)(2) of **ERISA**;
 - (5) of final distribution of assets when a **Pension Plan** is terminated pursuant to Section 4041 of **ERISA** and no proceedings are initiated pursuant to Section 4042 of **ERISA**;
 - (6) of appointment of a Trustee pursuant to Section 4042 of **ERISA**; or
 - (7) an **Employee Benefit Plan** is otherwise spun-off, merged, or terminated;

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4. Section IX.D. is deleted and replaced with the following:

D. Conversion to Run-Off Coverage

If during the **Policy Period** another entity, or group of entities acting in concert, gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting interest of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction;
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction;
- (3) this Policy shall be excess of any other insurance available; and
- (4) the **Corporation** shall have the right to purchase a **Discovery Period** as outlined in **Section II** of this Policy. However, any additional extended reporting period shall be offered at the sole discretion of the **Insurer** and is conditional upon written notice of such transaction to the **Insurer** within ninety (90) days after the effective date of the transaction and the **Insureds** providing the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary.

5. Section IX.E.(1) is deleted and replaced with the following:

(1) **Newly Established, Acquired, or Merged Plans**

If, subsequent to the inception date of this Policy, a transaction takes place whereby:

- (a) the **Company** creates a new **Pension Plan** (other than an Employee Stock Ownership Plan as defined in **ERISA**); **Welfare Plan**; **Foreign Plan**; or any other plan, fund, trust, or program not subject to Title I of **ERISA**, which is sponsored solely by the **Company**; or
- (b) the **Company**, by virtue of merger or acquisition, becomes the plan sponsor of, or assumes responsibilities for the **Administration** of, or becomes a named or functional fiduciary of, a **Pension Plan** (other than an Employee Stock Ownership Plan as defined in **ERISA**); a **Welfare Plan**; a **Foreign Plan**; or any other plan, fund, trust, or program not subject to Title I of **ERISA**; or



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- (c) the plan assets and/or liabilities of a **Pension Plan** (other than an Employee Stock Ownership Plan as defined in **ERISA**); **Welfare Plan**; **Foreign Plan**; or any other plan, fund, trust, or program not subject to Title I of **ERISA** are merged or transferred into any **Employee Benefit Plan**;

and the cumulative plan assets of such plan or plans do not exceed 25% of the cumulative plan assets of all **Employee Benefit Plans** as of the end of the plan year for the most recent Form 5500, then, any such plan or plans shall be deemed an **Employee Benefit Plan** as of the date of such creation, acquisition, or merger.

In the event such transaction involves an Employee Stock Ownership Plan as defined in **ERISA** or the cumulative plan assets of the plan or plans involved exceeds twenty-five percent (25%) of the cumulative plan assets of all **Employee Benefit Plans** as of the end of the plan year for the most recent Form 5500, then, any such plan or plans shall only become an **Employee Benefit Plan** pursuant to written endorsement to this Policy. The **Insurer's** willingness to endorse this Policy accordingly shall be conditional upon written notification from the **Corporation** within ninety (90) days of the transaction; receipt, review, and acceptance of any information subsequently requested by the **Insurer**; the **Insured's** acceptance of any required amendments to the Policy; and/or the payment of any additional premium required in consideration for the acceptance of such risk(s).

In any event, it is understood and agreed that coverage provided hereunder shall only apply to **Wrongful Acts** actually or allegedly taking place after such acquisition, merger, or transfer unless the **Insurer** agrees by written endorsement to provide coverage for **Wrongful Acts** actually or allegedly taking place at an earlier date.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.



ExecProSM
Fiduciary Liability Insurance Policy

AMENDMENT TO SECTION IX. GENERAL CONDITIONS

It is understood and agreed that **Section IX. B.** of the Policy is hereby deleted and replaced with the following:

B. Proposal Form

It is agreed by the **Insureds** that the particulars and statements contained in the Proposal Form(s), any required attachments to the Proposal Form, and any information provided therewith (including but not limited to: Form 5500 and schedules and the most recent audited financial statements for each **Employee Benefit Plan**; the most recent annual report of the **Company**; and all public documents filed with the Securities and Exchange Commission in the 12 months prior to the effective date of the **Policy Period**) which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto, are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further understood and agreed by the **Insureds** that the statements in the Proposal Form(s) or in any information provided therewith are their representations, and this Policy is issued in reliance upon the truth of such representations. In the event any of the statements, representations or information in the Proposal Form, hereafter referred to as "Facts", are not true and accurate:

- 1) there shall be no coverage for any **Claims** made under this Policy with respect to any **Insured Person** who had knowledge, as of the effective date of the **Policy Period**, of any material facts not truthfully and accurately disclosed in the Proposal Form(s). The knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**;
- 2) there shall be no coverage for any **Claims** made against the **Company** if the person who signed the Proposal Form(s) had knowledge, as of the effective date of this **Policy Period**, of any material facts not truthfully and accurately disclosed in the Proposal Form(s); and

Insured: DIPRETE ENGINEERING ASSOCIATES, INC.

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



*ExecPro*SM
Fiduciary Liability Insurance Policy

AMENDMENT TO SECTION IX. GENERAL CONDITIONS

- 3) there shall be no coverage for any **Claims** made against any **Employee Benefit Plan** if the Plan Administrator who signed the Proposal Form(s) had knowledge, as of the effective date of this **Policy Period**, of any material facts not truthfully and accurately disclosed in the Proposal Form(s).

In no event shall the **Insurer** rescind this Policy.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.



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COVERAGE FOR ACTS OF TERRORISM

It is understood and agreed that Section _____, General Conditions of the Policy, is hereby amended by the addition of the following:

Section _____ . General Conditions
_____ . **Act of Terrorism** Coverage

Subject to all other terms and conditions of this Policy, coverage is available for **Loss** caused by an **Act of Terrorism** as defined below.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States --

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to --
 - (a) human life;
 - (b) property; or
 - (c) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (a) an air carrier or vessel described in Section (5)(B) of the Terrorism Risk Insurance Act; or
 - (b) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

With respect to any one or more **Acts of Terrorism** under the Terrorism Risk Insurance Act, as amended in 2007, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

No act shall be certified by the Secretary as an **Act of Terrorism** if (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DIPRETE ENGINEERING ASSOCIATES, INC.

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



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AMENDMENT TO DECLARATIONS PAGE

It is understood and agreed that the Declarations is hereby amended by the addition of the following:

Item ____ . **Act of Terrorism** Premium: \$ 0.00

It is further understood and agreed form _____ , Policyholder Disclosure of Terrorism Coverage, is attached to and is to be considered as incorporated in and constituting a part of this Policy.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DIPRETE ENGINEERING ASSOCIATES, INC.

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



POLICYHOLDER DISCLOSURE OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an Act of Terrorism. All other provisions of this policy will still apply to such an act. That is, a loss will not be excluded or covered just because it was caused by an Act of Terrorism.

The portion of the annual premium that is attributable to coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act is \$0.00.

All other terms and conditions of the policy remain unchanged.

If you would like to reject the coverage for "certified" Acts of Terrorism, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.