

THE HARTFORD D&O PREMIER DEFENSESM POLICY 2.0
for REITs
DECLARATIONS



_____,
A stock insurance company, herein
called the Insurer

Policy Number: _____

NOTICE: THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN, COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. NOTICE OF A CLAIM MUST BE TIMELY REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS OF THIS POLICY. PAYMENT OF LOSS (INCLUDING DEFENSE COSTS, SETTLEMENTS OR AWARDS) REDUCES AND MAY COMPLETELY EXHAUST THE AVAILABLE LIMIT OF LIABILITY AND IS APPLIED AGAINST THE RETENTION. PLEASE READ THE POLICY CAREFULLY AND DISCUSS IT WITH YOUR AGENT OR BROKER. THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND ANY INSURED.

Item A. Name of Entity and Address:

Item B. Producer Code, Name and Address:

Item C. Policy Period: From *(insert time)* on _____ (Inception Date) To *(insert time)* on _____ (Expiration Date)
(local time at the address shown in Item A.)

Item D. Coverages:

(A) Non-Indemnified Coverage (Including Inquiry Coverage)

(B) Indemnified Coverage (Including Inquiry Coverage)

(C) Entity Coverage, including:

- (1) Securities Claim Coverage
- (2) Related Entity Investigation Coverage ☐
- (3) Derivative Demand Coverage
- (4) Books and Records Request Coverage
- (5) REIT Partnership Claim Coverage
- (6) REIT Non-Securities Claim Coverage ☐
- (7) REIT Regulation FD Coverage ☐

(D) Regulatory Investigation Expense Reimbursement Coverage

Coverage under Insuring Agreement (C)(2) will apply only if the corresponding checkbox contains an "X". Such coverage will be subject to the following coinsurance percentage:

Defense Costs _____ %
Loss (other than **Defense Costs**) _____ %

Coverage under Insuring Agreement (C)(6) will apply only if the corresponding checkbox contains an "X". Such coverage will be subject to the following coinsurance percentage:

Defense Costs _____ %
Loss (other than **Defense Costs**) _____ %

Coverage under Insuring Agreement (C)(7) will apply only if the corresponding checkbox contains an "X".

Item E. Limit of Liability: \$ _____ in the aggregate each **Policy Period** for all **Loss** under all Insuring Agreements and any extensions thereto combined

Item F. Sublimits of Liability:

(1) Derivative Demand Sublimit of Liability \$ _____ in the aggregate each **Policy Period** for all **Derivative Demand Investigation Costs** covered under Insuring Agreement (C)(3)

- (2) **Books and Records Sublimit of Liability** \$_____ in the aggregate each **Policy Period** for all **Books and Records Costs** covered under Insuring Agreement (C)(4)
- (3) **Cooperation Costs Sublimit of Liability** \$_____ in the aggregate each **Policy Period** for all **Cooperation Costs** covered under Insuring Agreement (D)(2)
- (4) **SOX 1103 Escrow Costs Sublimit of Liability** \$_____ in the aggregate each **Policy Period** for all **SOX 1103 Escrow Costs** covered under this Policy
- (5) **Enforcement Entity Seizure Protection Costs Sublimit of Liability** \$_____ per **Executive** and \$_____ in the aggregate each **Policy Period** for all **Enforcement Entity Seizure Protection Costs** covered under Insuring Agreements (A)(1) and (B)(1)
- (6) **Reputation Costs Sublimit of Liability** \$_____ per **Executive** and \$_____ in the aggregate each **Policy Period** for all **Reputation Costs** covered under Insuring Agreements (A)(1) and (B)(1)
- (7) **REIT Regulation FD Sublimit of Liability** \$_____ in the aggregate each **Policy Period** for all **Regulation FD Costs** covered under Insuring Agreement (C)(7)

Item G. Retention Credit Coverage:

The **Retention** applicable to a **Claim** that subsequently results from a **Regulatory Event** covered under Insuring Agreement (D)(1) will be eroded by the covered **Cooperation Costs** incurred in responding to such **Regulatory Event**, provided that such erosion shall not exceed ____% of such applicable **Retention**. Once such **Retro Retention Credit** is exhausted the **Insurer** shall not be liable to make any payment for any **Cooperation Costs** incurred by an **Insured** in responding to a **Regulatory Event**.

Item H. Retention:

INSURING AGREEMENT (A)		
Non-Indemnified Coverage (Including Inquiry Coverage)	\$	each Claim
INSURING AGREEMENT (B)		
Indemnified Coverage (Including Inquiry Coverage)	\$	each Claim , other than a Securities Claim
	\$	each Securities Claim
INSURING AGREEMENT (C)		
Entity Coverage	\$	each Securities Claim and Related Entity Investigation
	\$	each Derivative Demand
	\$	each Books and Records Request
	\$	each REIT Partnership Claim
	\$	each REIT Non-Securities Claim
	\$	each REIT Regulation FD Demand
INSURING AGREEMENT D(2)		
Regulatory Investigation Expense Reimbursement Coverage	\$	each Regulatory Event

Item I. Extended Reporting Period:

PERCENTAGE OF POLICY PREMIUM: ____% DURATION: _____

Item J. Continuity Dates

Entity Investigation Costs Continuity Date: _____

Item K. Premium: \$_____

Item L. Address for Notices to the Insurer:

(1) For Claims and Potential Claims:

via mail: The Hartford – Financial Products Claim Department
277 Park Avenue, 16th Floor
New York, NY 10172
via email: HFPClaims@thehartford.com
via fax: (917) 464-4000

(2) For other than Claims and Potential Claims:

via mail: The Hartford
277 Park Avenue, 16th Floor
New York, NY 10172
via email: HFPEXpress@thehartford.com
via fax: 866-586-4550