

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

IMI AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

A. INSURING AGREEMENTS AMENDED

Clause 1. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

COVERAGE A: INVESTMENT ADVISER PROFESSIONAL LIABILITY - AND CORPORATE REIMBURSEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay the Loss on behalf of the Insured for all sums which the Insured shall become legally obligated to pay as damages resulting from any Claim(s) first made against the Insured and reported in writing to the Company during the Policy Period or the Extended Reporting Period (if applicable) for any Wrongful Act of the Insured or of any other person for whose Wrongful Act the Insured is legally responsible, but only if such Wrongful Act occurs prior to the end of the Policy Period and solely in rendering or failing to render Investment Advisory Services for others for compensation in the course of the Entity Insured's business as an Investment Adviser; and with respect to the Entity Insured including amounts which the Entity Insured is permitted or required to pay as indemnification for such liability of the Individual Insured.

COVERAGE B: MUTUAL FUND PROFESSIONAL LIABILITY AND DIRECTORS AND OFFICERS LIABILITY AND CORPORATE REIMBURSEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay the Loss on behalf of the Insured for all sums which the Insured shall become legally obligated to pay resulting from any Claim(s) first made against the Insured and reported in writing to the Company during the Policy Period or the Extended Reporting Period (if applicable) for any Wrongful Act of the Insured or of any other person for whose Wrongful Act the Insured is legally responsible, but only if such Wrongful Act occurs prior to the end of the Policy Period and solely in the course of the management and/or operations of the Fund(s); and with respect to the Entity Insured including amounts which the Entity Insured is permitted or required to pay as indemnification for such liability of the Individual Insured.

COVERAGE C: DIRECTORS AND OFFICERS LIABILITY AND CORPORATE REIMBURSEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay the Loss on behalf of the Executive Insured for all sums which the Executive Insured shall become legally obligated to pay resulting from any Claim(s) first made against the Executive Insured and reported in writing to the Company during the Policy Period or the Extended Reporting Period (if applicable) for any Wrongful Act of the Executive Insured or of any other person for whose Wrongful Act the Executive Insured is legally responsible, but not Wrongful Acts to which Coverage A or Coverage D applies or would apply if it had been effected under this policy, and only if such Wrongful Act occurs prior to the end of the Policy Period; and with respect to the Entity Insured including amounts which the Entity Insured is permitted or required to pay as indemnification for such liability of the Executive Insured. This Coverage C shall not apply to Executive Insureds of the Funds for any Wrongful Act in their capacity as such.

COVERAGE D: DISTRIBUTOR PROFESSIONAL LIABILITY - AND CORPORATE REIMBURSEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay the Loss on behalf of the Insured for all sums which the Insured shall become legally obligated to pay resulting from any Claim(s) first made against the Insured and reported in writing to the Company during the Policy Period or the Extended Reporting Period (if applicable) for any Wrongful Act of the Insured or of any other person for whose Wrongful Act the Insured is legally responsible, but only if such Wrongful Act occurs prior to the end of the Policy Period and solely in rendering or failing to render Distributor Services for others for compensation in the course of the Entity Insured's business as a Distributor; and with respect to the Entity Insured including amounts which the Entity Insured is permitted or required to pay as indemnification for such liability of the Individual Insured

B. DEFENSE COSTS AMENDED

DEFENSE COSTS (INCLUDED IN THE LIMIT OF LIABILITY) of Clause 1. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

DEFENSE COSTS (INCLUDED IN THE LIMIT OF LIABILITY)

With respect to any such Wrongful Act for which insurance is afforded by this policy under Coverages A, B, C or D (or any other additional coverage attached by endorsement to this policy), the Company shall, as part of and subject to the limit of liability set forth in Item 3 of the Declarations, pay the Insured's Defense Costs as they are incurred, and with respect to the Entity Insured, amounts which the Entity Insured is permitted or required to pay as indemnification for such Defense Costs of the Individual Insured. The Company shall at all times have the right, but not the duty, to assume the defense of any Claim against the Insured. The Insured shall give the Company such information and cooperation as it may reasonably require. In the event the Company does not assume the defense of the Insured, the

Company shall, nevertheless, have the right to effectively associate with the Insured in the defense and settlement of any Claim that appears reasonably likely to involve the Company, including, but not limited to, the right to effectively associate in the negotiation of a settlement.

The Insured shall not admit liability for or settle any Claim or incur any Defense Costs without the Company's prior written consent, which consent shall not be unreasonably withheld; however, if the Insured is able to dispose of all Claims which are subject to one retention amount for an amount not exceeding the Retention amount stated in Item 4 of the Declarations (inclusive of Defense Costs), then the Company's consent shall not be required for such Claim(s).

Furthermore, in the event the Insureds do not consent to any settlement in excess of the Retention stated in Item 4 of the Declarations which is acceptable to the claimant and which the Company determines is reasonable, then, subject to the applicable limit of liability, the Company's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Company could have settled such Claim plus Defense Costs incurred as of the date such settlement was proposed in writing by the Company ("Settlement Opportunity Amount") plus (2) XX% of all sums which the Insured shall legally become obligated to pay in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining XX% of such sums excess of the Settlement Opportunity Amount shall be carried by the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 4 of the Declarations.

The Company shall not be obligated to pay any Loss resulting from a Claim, or to defend or continue to defend any Claim, if the Company has assumed the defense of the Insured, after the limit of liability set forth in Item 3 of the Declarations has been exhausted.

With respect to the Defense Costs and any settlement of any Claim made against the Insured, such Defense Costs and settlement having been consented to by the Company, the Insured and the Company agree to use their best efforts to determine a fair and proper allocation of the amounts as between the Insured and the Company.

C. DEFINITIONS AMENDED

1. Clause **2. DEFINITIONS** is amended as follows:

- a. The definition of "Executive Insured" in Paragraph (e) is amended to include the following as an Executive Insured:

The Chief Compliance Officer of the Named Insured appointed pursuant to Rule 206(4)-7 under the Investment Advisors Act of 1940 (as amended) or Rule 38a-1 under the Investment Company Act of 1940 (as amended) solely while acting in his/her capacity as such on behalf of the Named Insured.

b. Paragraph (g) is deleted in its entirety and replaced with the following:

(g) "Investment Advisory Services" means giving financial, economic or investment advice or planning regarding investments in securities and/or rendering investment management services (including investment advice in the establishing of investment policy guidelines, the selecting of investment managers, and the evaluating of the performance of investment managers) and the provision of personal investment management services concerning personal risk, estate planning and tax planning. All such services, advice, or planning set forth above must be done pursuant to a written contract defining the scope of such advice and/or services and the compensation to be paid therefore.

2. Clause **2. DEFINITIONS** is further amended to include the following paragraphs at the end thereof:

IMI-(a) "Claim(s)", "claim" and "claims" means a (1) written demand for monetary, non-monetary or injunctive relief; or (2) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by: (i) service of a complaint or similar pleading; (ii) return of an indictment, information of similar document (in the case of a criminal proceeding); or (iii) receipt or filing of a notice of charges.

Claim shall also include a civil, criminal, administrative or regulatory investigation of an Individual Insured:

- (1) once such Individual Insured is identified in writing by such investigating authority as a person against whom a proceeding described in Paragraph IMI-(a)(2) (as amended by this endorsement) may be commenced; and
- (2) in the case of an investigation by the U.S. Securities and Exchange Commission ("SEC") or a similar state or foreign government authority, after:
 - (i) the service of a subpoena upon such Individual Insured; or
 - (ii) once such Individual Insured is identified in a written "Wells" or other notice from the SEC or a similar state or foreign government authority that describes actual or alleged violations of securities or other laws by such Individual Insured.

IMI-(b) "Loss" means damages, settlements, judgments (including pre/post-judgment interest on a covered judgment) and Defense Costs; provided, however, that Loss (other than Defense Costs) shall not include: (1) civil or criminal fines or penalties; (2) taxes; (3) any amounts for which an Insured is not financially liable or which are without legal recourse to an Insured; (4) employment-related benefits, stock options, perquisites, deferred

compensation, severance or any other type of compensation of any employee of any Insured; (5) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed; (6) non-monetary damages; or (7) the cost of compliance with any legal or regulatory requirement.

Loss shall specifically include (subject to this policy's other terms, conditions and limitations, including, but not limited to, exclusions relating to profit or advantage, fraudulent or criminal acts, errors or omissions, or intentional or knowing violations of law): (1) civil penalties assessed against any Individual Insured pursuant to Section 2(g)(2)(B) of the Foreign Corrupt Practices Act, 15 U.S.C. Sec. 78dd-2(g)(2)(B); and (2) punitive, exemplary and multiplied damages imposed upon an Insured. Enforceability of this paragraph shall be governed by the applicable law that most favors coverage for such penalties and punitive, exemplary and multiplied damages.

In the event of a Claim alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all of the ownership interest in or assets of any entity is inadequate, Loss with respect to such Claim shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to Defense Costs or to any non-indemnifiable Loss in connection therewith.

IMI-(c) "Soft Dollar Use" means using, paying, providing, receiving or accepting services or benefits from any person or entity (including any broker or dealer), in connection with the trading and investment activities of any Fund or any other investment advisory client of any Individual Insured, except as permitted pursuant to Section 28(e) of the Securities Exchange Act of 1934, as amended.

IMI-(d) "Trade Secret" means information, including a formula, compilation, pattern, program, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by other person(s) who can obtain economic advantage from its disclosure or use.

D. TERRITORY AMENDED

Clause **3. TERRITORY** is deleted in its entirety and replaced with the following:

3. TERRITORY

This policy applies to Wrongful Acts which occur anywhere in the world and Claims which are made anywhere in the world.

E. EXCLUSIONS AMENDED

Clause **4. EXCLUSIONS** is amended as follows:

1. Paragraphs 1) and 2) of Section I are deleted in their entirety and replaced with the following:
 - a. to any Claim arising out of, based upon or attributable to the committing in fact of any criminal or deliberate fraudulent act, or any knowing or willful violation of any statute as determined in any judgment or final adjudication or alternative dispute resolution proceeding adverse to the Insured;
 - b. to any Claim arising out of, based upon or attributable to the gaining in fact of any profit or advantage to which any Insured was not legally entitled as determined in any judgment or final adjudication or alternative dispute resolution proceeding adverse to the Insured;
2. Section II is amended as follows:
 - a. Paragraph 1) is deleted in its entirety and replaced with the following:
 - 1) to any actual or alleged libel or slander;
 - b. Paragraph 3) is deleted in its entirety and replaced with the following:
 - 3) to any Claim arising out of the actual inability to make payment by any bank or banking firm or other broker or dealer in securities or commodities;
 - c. Paragraphs 6), 14) and 17) are deleted in their entirety.
 - d. Paragraph 7) is deleted in its entirety and replaced with the following:
 - 7) to any Claim against any Insured which is brought by, or on behalf of, or in the right of, any other insured or any affiliate thereof, including but not limited to shareholders' derivative suits and/or representative class action suits; provided, however, that only with respect to Claim(s) brought by or on behalf of the shareholders of an Entity Insured, such Claim(s) is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any other Insured or any affiliate thereof. Provided, further, however, that this exclusion shall not apply to the following:
 - a) any Claim brought by an Individual Insured in the form of a cross-claim or third party claim for contribution or indemnity which is part of, and results directly from a Claim that is covered by this policy;
 - b) any Claim brought by or on behalf of an Entity Insured in bankruptcy, by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such Entity Insured, if any;

- c) any Claim brought by any past Executive Insured who has not served as a partner, officer, director or trustee of the Named Insured or the automatically covered Fund(s) for at least four (4) years prior to such Claim being first made against any person; or
- d) any Claim by a Fund where in the opinion of independent legal counsel selected by and at the expense of an Entity Insured (selection of such counsel being subject to approval by the Company, which approval shall not be unreasonably withheld), the failure to make such Claim would result in liability upon the directors, officers, partners or trustees of such Fund(s), for failure to assert such Claim; provided further, however, that this exclusion shall not apply to any bona fide Claim:
- (1) by an Investment Adviser against: (i) any past, present or future partner, officer, director, trustee or employee of a Fund who is not employed by, or a director of, the Investment Adviser or who was a partner, officer, director, trustee or employee of the Investment Adviser at the time the alleged Wrongful Act occurred; or (ii) any Fund;
 - (2) by any Insured(s) against any Independent Director, or against any Fund so long as it remains a codefendant in a Claim against one or more Independent Directors; or
 - (3) by any past, present or future partner, officer, director, trustee or employee of a Fund who is not employed by, or a director of, the Investment Adviser against any Investment Advisor or who was a director of or an employee of the Investment Advisor at the time the alleged Wrongful Act occurred.

As used herein, "Independent Director" means any Insured while acting in his or her capacity as a director or trustee of any Fund, provided such Insured is not an "interested person" of such Fund within the meaning of Section 2(a)(19) of the Investment Company Act of 1940 (as amended);

- e. Paragraph 10) is deleted in its entirety and replaced with the following:
- 10) to any Claim alleging, arising out of, based upon or attributable to, directly or indirectly, the status of, an Individual Insured in his or her capacity as a partner, general partner, officer, director, trustee or employee of any other person or entity other than Insured;

f. Paragraph 11) is deleted in its entirety.

3. Section II is amended by adding the following paragraphs to the end thereof:

IMI-1) to any Claim alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the rendering of or failure to render services by an Insured for or on behalf of a customer or client of the Insured while acting in the following capacities:

- (a) insurance agent; shall not exclude life, accident & health if such coverage is specifically added by endorsement.
- (b) insurance broker;
- (c) insurance consultant;
- (d) mortgage broker;
- (e) lawyer or the provider of legal services of any kind;
- (f) divorce planning;
- (g) tax preparation; or
- (h) accounting;

IMI-2) to any advice regarding plan mergers, or liquidation or transfer to client plans; notwithstanding the foregoing, this exclusion shall not apply to any Claim(s) involving investment advice regarding manager selection or asset allocation;

IMI-3) to any reviews of draft financials and form 5500, calculation of market values for GICS and related investments as required by FAS rules;

IMI-4) to any negotiation of contracts for clients;

IMI-5) to any monitor compliance with securities lending agreements; notwithstanding the foregoing, this exclusion shall not apply to any Claim(s) involving monitoring compliance with securities lending agreements with a lendee who is a Federal Dealer or a lendee with a AAA rating or equivalent rating by a nationally recognized rating organization;

IMI-6) alleging, arising out of, based upon or attributable to, directly or indirectly, any actual or alleged plagiarism, misappropriation, infringement or violations of copyright, patent, trademark, trade secrets or any other intellectual property rights;

IMI-7) alleging, arising out of, based upon or attributable to, directly or indirectly, anti-trust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies, including any actions, proceedings or investigations related thereto;

IMI-8) for any Claim for Soft Dollar Use. This exclusion shall apply regardless of the form, style, or denomination of any such Claim,

regardless of whether the Claim is criminal, administrative or civil, and shall specifically apply but not be limited to Claims alleging breach of contract, failure to supervise, negligent supervision or negligence of any kind, controlling person liability, breach of fiduciary duty, personal profiting, criminal activity, market manipulation, violation of any law related to mutual funds, misrepresentation, estoppel or repudiation of any commitment and any other theory of liability; or

IMI-9) alleging, arising out of, based upon, or attributable to the employment of any individual or any employment practice, including, but not limited to, wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related Claim.

F. CLAIM REPORTING AMENDED

Clause **7. NOTICE/CLAIM REPORTING PROVISIONS** is deleted in its entirety and replaced with the following:

7. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the following address:

Financial Lines Claims
Chartis
175 Water Street
New York, New York 10038
Attention: "c-Claim, IMI Claims"
Reference: (Insert Policy Number)

If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. Notice given by or on behalf of the Insured to any authorized representative of the Company shall be deemed notice to the Company.

- (a) The Insureds shall, as a condition precedent to the obligations of the Company under this policy, give written notice to the Company of a Claim made against an Insured as soon as practicable after the Claim is reported to or first becomes known by the risk manager or general counsel (or equivalent position) of the Insured, but in all events a Claim must be reported no later than either:
 - (1) anytime during the Policy Period or during the Extended Reporting Period (if applicable); or
 - (2) within sixty (60) days after the end of the Policy Period or the Extended Reporting Period (if applicable), provided such

Claim(s) is reported no later than sixty (60) days after the date such Claim was first made against an Insured.

- (b) If written notice of a Claim has been given to the Company pursuant to Clause 7(a) above, then a Claim which is subsequently made against the Insureds and reported to the Company alleging, arising out of, based upon or attributable to the facts alleged in the Claim for which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the Claim of which such notice has been given, shall be considered made at the time such notice was given.

If during the Policy Period or during the Extended Reporting Period (if applicable) the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Company of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then a Claim which is subsequently made against the Insureds and reported to the Company alleging, arising out of, based upon or attributable to such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

G. EXTENDED REPORTING PERIOD AMENDED

Clause 9. **EXTENDED REPORTING CLAUSE** is deleted in its entirety and replaced with the following:

9. EXTENDED REPORTING CLAUSE

If the Insured shall cancel or the Insured or the Company shall refuse to renew this policy, the Insured shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal upon payment of the respective "Additional Premium Amount," described below (herein referred to as the Extended Reporting Period) in which to give written notice to the Company of Claims first made against the Insured during such Extended Reporting Period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy.

The Additional Premium Amount for: (1) one year shall be 75% of the "Full Annual Premium"; (2) two or three years shall be an amount to be determined in the absolute and sole discretion of the Company. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

The rights contained in this clause shall terminate, however, unless written notice of such election together with the Additional Premium Amount due is received by the Company within thirty (30) days of the effective date of cancellation or non-renewal. The Additional Premium Amount for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended

Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

H. CANCELLATION CLAUSE AMENDED (NON-CANCELLABLE EXCEPT FOR NONPAYMENT)

Clause 10. **CANCELLATION CLAUSE** is deleted in its entirety and replaced with the following:

10. CANCELLATION CLAUSE

The Company may not cancel this policy except for non-payment of premium when due. In such event, the Company may cancel this policy by providing the Named Insured first listed in Item 1 of the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

This policy may be cancelled by the Insured at any time only by mailing written prior notice to the Company or by surrender of this policy to the Company or its authorized agent. If this policy shall be cancelled by the Insured, the Company shall retain the customary short rate proportion of the premium hereon.

If this policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium hereon.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

I. ADDITIONAL CLAUSES

The policy is further amended by adding the following Clauses to the end thereof:

IMI-1. ESTATES/MARITAL/DOMESTIC PARTNER EXTENSION

Subject otherwise to the terms hereof, this policy shall also cover all sums which the Insured shall legally become obligated to pay arising from a Claim made against the estates, heirs, or legal representatives of deceased directors or officers, and the legal representatives of directors or officers in the event of incompetency, insolvency or bankruptcy, who were directors or officers at the time the Wrongful Acts upon which such Claim(s) are based were committed.

Subject otherwise to the terms hereof, this policy shall cover all sums which the Insured shall legally become obligated to pay arising from a Claim made against the lawful spouse or Domestic Partner (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual director or officer for a Claim arising solely out of his or her status as the spouse or Domestic Partner of an individual director or officer, including a Claim that seeks damages recoverable from marital community property, property jointly held by the individual director or officer and the spouse or Domestic Partner,

or property transferred from the individual director or officer to the spouse or Domestic Partner; provided, however, that this extension shall not afford coverage for any Claim for any actual or alleged Wrongful Act of the spouse or Domestic Partner, but shall apply only to Claims arising out of any actual or alleged Wrongful Acts of an individual director or officer, subject to the policy's terms, conditions and exclusions.

It is further understood and agreed that for purposes of this endorsement and coverage, the term "Domestic Partner" means any individual person qualifying as a Domestic Partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by the Named Insured.

IMI-2. RIGHT TO SELECT COUNSEL

The Insured shall have the right to select its/his/her own legal defense counsel, subject to the approval of the Company, which shall not be unreasonably withheld.

IMI-3. ORDER OF PAYMENTS

In the event of payment of any sums which the Named Insured shall become legally obligated to pay as Loss resulting from any Claim for which payment is due under the provisions of this policy, then the Company shall in all events:

- (a) first, pay Loss for which the Insured is not permitted by common or statutory law to indemnify any Individual Insured, or is permitted or required to indemnify such Individual Insured but does not do so by reason of financial impairment; and then
- (b) only after payment of Loss has been made pursuant to (a) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, at the written request of the chief executive officer of the Named Insured, either pay or withhold payment of such other Loss for which the Named Insured is permitted or required to indemnify any Individual Insured; and then
- (c) only after payment of Loss has been made pursuant to (a) and (b) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, at the written request of the chief executive officer of the Named Insured, either pay or withhold payment of such other Loss for which coverage is provided under this policy.

In the event the Company withholds payment pursuant to (b) and/or (c) above, then the Company shall, at such time and in such manner as shall be set forth in written instructions of the chief executive officer of the Named Insured, remit such payment to the Named Insured or directly to or on behalf of an Individual Insured.

The bankruptcy or insolvency of any Named Insured shall not relieve the Company of any of its obligations to prioritize payment of covered Loss under this policy pursuant to this Clause.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

SPECIMEN