

AIRCRAFT BUILDERS COUNCIL - EXCESS LIABILITY POLICY

It is noted and agreed that CONDITION 17. APPLICABLE LAW, and CONDITION 21. SERVICE OF SUIT of the policy are deleted and replaced by the following:

17. APPLICABLE LAW

This policy shall be governed by the laws of the State wherein the Insured has its principal place of business (as set forth in the Schedule) and will be subject to the jurisdiction of a court of competent jurisdiction in that State.

21. SERVICE OF SUIT

It is agreed that service of process upon Insurers for the purpose of instituting any legal proceedings against them in connection with this policy may be made upon

Messrs Fitzpatrick, Hunt & Pagano, LLP
Tower 49, 34th Floor,
Twelve East 49th Street,
New York, NY 10017

The above-named are authorized and directed to accept service of process on behalf of Insurers in any such proceedings and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event that such proceedings shall be instituted.

Further, pursuant to any statute of the state whose courts have jurisdiction in any dispute arising under this policy, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.