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07/01/2014

Endurance American Insurance Company
(Wilmington, Delaware)

ARIZONA

Policy No. EXC10004030301
Renewal of: EXC10004030300

COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:
City of Glendale, AZ
(Per Underlying Insurance)
5850 W. Glendale- Suite B56
Glendale, AZ 85301

2. POLICY PERIOD:
12:01 a.m. Standard Time at the address of the Insured shown at the left
From: 07/01/2014 **To:** 07/01/2015

IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

PRODUCER'S NAME AND ADDRESS:
Amwins Insurance Brokerage of CA - Chatsworth
19867 Prairie, #250
Chatsworth, CA 91311

3. PREMIUM:		
	Total Advance Premium	$ 99,485
	Service Charge	$
	Surcharge /Taxes	$
	Total	$ 99,485

BASIS OF PREMIUM: Non-Auditable

In the event of cancellation by the Named Insured, the company will receive and retain no less than $ as a policy minimum premium.

4. LIMITS OF INSURANCE:		
	$ 25,000,000	EACH OCCURRENCE
	$ 25,000,000	AGGREGATE LIMIT (Where Applicable)

These Limits of Insurance apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations.

5. UNDERLYING INSURANCE: See attached schedule

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, EXL 0101.

Lynn Parks-Carter
Authorized Representative

ISSUING OFFICE:
725 South Figueroa St.
Suite 2100
Los Angeles CA 90017

FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

#	Form Number	Form Name
1.	EXL 0011 0807	Arizona - Commercial Excess Liability Declarations Page
2.	EXL 1302 0610	Claim Notice with E-Claim Notice
3.	EXL 0102 0606	Schedule of Underlying Policies
4.	EXL 0537 1206	Uninsured / Underinsured Motorist Exclusion
5.	EXL 0538 0606	Following Form Pollution Exclusion
6.	EXL 0902 0606	Amendatory Endorsement (Defense Expense Included in the Company's Limits)
7.	Endorsement 1	Cancellation Amendment
8.	Endorsement 2	Financial Services Exclusion
9.	EXL 1312 0108	Disclosure Pursuant to TRIA (Disclosure of Premium)
10.	EXL 1204 0108	Cap on Losses from Certified Acts of Terrorism
11.	EXL 1122 0807	Arizona Changes – Representations or Fraud
12.	EXL 1123 0807	Arizona Changes – Cancellation and Nonrenewal
13.	EXL 0201 0606	Excess Liability Coverage
14.	IL 1007 0114	Signature Page
15.	PN-0001 0407	OFAC Policyholder Notice

CLAIM NOTICE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

In the event of claim to which this policy may apply, please give immediate notice in any of the following ways, to:

U.S. Insurance – Claims
750 Third Avenue
New York, NY 10017
E-Mail addressed to: eclaims@enhinsurance.com

E-mail is the preferred method of receiving claim notice information, but any of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.

SCHEDULE OF UNDERLYING POLICIES

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance	
1. FIRST UNDERLYNG INSURANCE POLICY			
Technology Insurance Company (Amtrust Financial Group) Policy No. on File with the Co. 07/01/2014 - 07/01/2015	Special Excess Liability Policy for the Alliant National Municipal Liability (ANML) Program	$10,000,000 $10,000,000	Completed Operations Hazard Annual Aggregate Any one Occurrence for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof in excess of your Retained Limits
			Retained Limit
		$1,000,000	Any one Occurrence for Bodily Injury, "Property Damage", Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof
OTHER UNDERLYING INSURANCE POLICIES IN EXCESS OF 1. ABOVE			
Starr Indemnity & Liability Company Policy Number on File with the Company 07/01/2014 - 07/01/2015	Excess Liability	$15,000,000 $15,000,000	Each Occurrence Completed Operations Hazard Annual Aggregate In Excess of 1. Above

UNINSURED / UNDERINSURED MOTORIST EXCLUSION

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any obligation of the insured under a No Fault, Uninsured Motorist or Supplementary Uninsured/Underinsured Motorist Law, or under any similar law, regulation or ordinance.

This endorsement does not change any other provision of the policy.

FOLLOWING FORM POLLUTION EXCLUSION

This endorsement changes the policy, please read it carefully.

Exclusion B. is deleted from Section IV. – EXCLUSIONS and is replaced by the following:

Any liability, including, but not limited to "bodily injury", "property damage", "loss" settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

A. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants", however caused.

B. Any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or assess the effects of "pollutants". This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.

C. Steps taken or amount incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants".

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

However, if insurance for such "bodily injury" "property damage", "loss" settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants is provided by the "underlying insurance":

A. This exclusion shall not apply; and

B. The insurance provided by our policy will not be broader than the insurance coverage provided by the "underlying insurance".

This endorsement does not change any other provision of the policy.

AMENDATORY ENDORSEMENT (DEFENSE EXPENSE INCLUDED IN THE COMPANY'S LIMITS OF INSURANCE)

This endorsement changes the policy, please read it carefully.

The following is added to **SECTION "III. DEFENSE:**

C. If we elect to assume charge of the settlement or defense of any claim, "suit" or proceeding against you, loss expense and legal expense, including court costs and interest shall be included in *our Limits of Insurance.*

We shall not be obligated to pay any claim, "suit" or proceeding after our liability has been exhausted by payment of judgments or settlements.

This endorsement does not change any other provision of the policy.

GENERAL CHANGE ENDORSEMENT

Named Insured:	City of Glendale, AZ		
Policy No.:	EXC10004030301	**Endorsement Effective Date:**	7/1/2014
Issued By:	Endurance American Insurance Company	**Endorsement No.:**	1

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

It is hereby agreed that the Arizona Changes – Cancellation and Nonrenewal endorsement, EXL 1123, is amended as follows:

1. Paragraph **A.7.** is deleted and replaced by the following:

A. The following is added to the **Cancellation** Condition:

7. *Cancellation Of Policies In Effect For 60 Days Or More*

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 90 days before the effective date of cancellation if we cancel for any of the other reasons.

2. Paragraph **B.1.** is deleted and replaced by the following:

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. *If we elect not to renew this policy, we will mail by certified mail* to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 90 days prior to the expiration of this policy.

3. Paragraphs **C. 1.** and **2.** are deleted and replaced by the following:

C. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 90 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 90 days before the anniversary or expiration date of this policy, the following procedures *apply:*

a. The present policy will remain in effect until the earlier of the following:

(i) 60 days after the date of mailing or delivery of the notice; or

(ii) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(i) The rates applicable to the terminated policy; or

(ii) The rates presently in effect.

c. *If the first Named Insured accepts the renewal,* the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

Lynn Parks-Carter

Authorized Representative

FINANCIAL SERVICES EXCLUSION

Named Insured:	City of Glendale	**Endorsement No.:**	2
Policy No.:	EXC10004030301	**Effective Date of Endorsement:**	07/01/2014
Issued By:	Endurance American Insurance Company		

This endorsement changes the policy, please read it carefully.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of, resulting from or caused by the rendering of or the failure to render financial services by any insured to others.

For the purpose of this exclusion, financial services include the following types of activities:

1. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, wire transfer agent or agent for the purpose of accomplishing any activity listed in paragraphs 2. through 10. below.

2. Planning, managing, administering, advising on or acting in a fiduciary capacity for:

   a. Any investment, trust, pension, annuity, savings account, checking account, individual retirement plan, fund or account, welfare fund, mutual fund, or any other similar financial account;

   b. The issuance or withdrawal of any bond, debenture, stock or other securities;

   c. The trading or brokerage of securities, commodities, or currencies; or

   d. Any acquisitions, mergers, dissolutions or other business consolidations or expansions.

3. Lending, or arranging for the loan of, money, including leasing or mortgage operations or activities.

4. Application for, approval of, maintenance of, termination of or collection on credit card operations.

5. Repossession, foreclosure or subsequent sale of real or personal property from a borrower or acting as an assignee for the benefit of creditors.

6. Checking or reporting of credit.

7. Maintaining of or providing information concerning financial accounts, records or balances.

8. Tax planning, tax advising or the preparation of tax returns.

9. Selling or issuing travelers checks, certified checks, bank checks or money orders.

10. Administering or leasing safe deposit or lock boxes.

11. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan (including nursing, medical, dental, psychiatric or laboratory service, health facility management, or other health maintenance or cost containment programs), including applications, receipts or binders:

    a. The assumption of any obligation;

    b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;

    c. Advising, inspecting, reporting or making recommendations;

    d. Effecting coverage; or

    e. Investigating, defending or settling any claim or "suit".

12. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

13. Auditing of accounts or records of others; or

14. Performing any claim, investigative, adjustment, engineering or inspection service for a fee.

This exclusion does not apply to:

(a) Typographical errors;

(b) Clerical errors in deposits into or withdrawals from customers' accounts;

(c) Clerical errors in disclosing financial information; or

(d) Other acts, errors or omissions of a clerical nature.

This endorsement does not change any other provision of the policy.

Lynn Parks-Carter

Authorized Representative

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts): $985.00

A. **Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act as amended and reauthorized in 2007. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. **Disclosure of Federal Participation in Payment of Terrorism Losses**

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. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an 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, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

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ARIZONA CHANGES – REPRESENTATIONS OR FRAUD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN CONDITIONS

Paragraph **N.d.** of the **Representations Or Fraud** Condition of **Section VI – Conditions** is replaced by the following:

d. That we will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

(1) That are fraudulent;

(2) That are material either to the acceptance of the risk, or to the hazard assumed by us; and

(3) Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:

(a) Not have issued the policy;

(b) Not have issued the policy in as large an amount; or

(c) Not have provided coverage with respect to the hazard resulting in the "loss".

This endorsement does not change any other provisions of the policy.

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ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following is added to the **Cancellation** Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:

a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

C. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

a. The present policy will remain in effect until the earlier of the following:

(i) 60 days after the date of mailing or delivery of the notice; or

(ii) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(i) The rates applicable to the terminated policy; or

(ii) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

This endorsement does not change any other provisions of the policy.
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EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance". Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section, **ADDITIONAL DEFINITIONS** endorsement or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide the coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the INSURING AGREEMENT, Section II., Limits of Insurance. This policy will follow form to the terms, conditions, definitions, and exclusions of the "underlying insurance," except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In the event of any conflict in interpretation, the terms, conditions, definitions, and exclusions of this policy shall control.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;
2. claims made or suits brought;
3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance". The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance", provided that all "underlying insurance" applies each respective aggregate limit in the same manner as the "first underlying insurance". In the event that all "underlying insurance" does not apply each respective aggregate limit in the same manner as the "first underlying insurance", then the aggregate limits of this policy will apply as though all "underlying insurance" does apply each respective aggregate limit in the same manner as the "first underlying insurance."

3. Subject to B.2., the Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs B.2. and B.3. above, if the aggregate limits contained in the "underlying limits of insurance" are exhausted solely by payment of covered "loss", then this policy will apply in excess of the exhausted underlying limit; provided always that such "loss" is covered by this policy. However, we will not pay that portion of a "loss" that is within the "underlying limits of insurance."

5. The limits of this policy apply separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. DEFENSE

A. We will not be required to pay for or assume charge of the investigation of any claim or defense of any "suit" against you.

B. We will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss". If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the limits of this policy are exhausted.

IV. EXCLUSIONS

This policy does not apply to:

A. Any liability, including, but not limited to "property damage", "bodily injury", settlements, judgments, costs charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

2. exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle or defend, or indemnify any person against any claim or "suit" arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Any liability, including, but not limited to "property damage", "bodily injury", settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants", however caused;

2. any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants". This includes demands, directives, complaints, "suits", orders or requests brought by any governmental entity or by any person or group of persons;

3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants".

This exclusion will apply to liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

C. Any liability, injury or damage:

1. with respect to which any insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) a person or organization is required to maintain financial protection pursuant to the Atomic energy Act of 1954, or any law amendatory thereof, or (b) any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

3. Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:

   a. the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, any insured or (b) has been discharged or dispersed there from;

b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or

c. the injury or "nuclear property damage" arises out of the furnishing by any insured of services, materials, parts of equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion C.3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

4. As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties.

b. "Nuclear facility" means:

(1) any "nuclear reactor";

(2) any equipment or device designed or used for

(a) separating the isotopes of uranium or plutonium;

(b) processing or utilizing "spent fuel" or

(c) handling processing or packaging "nuclear waste";

(3) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "nuclear waste", and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations;

c. "Nuclear material" means "source material", "special nuclear material" or by-product material.

d. "Nuclear property damage" includes all forms of radioactive contamination of property.

e. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

f. "Nuclear waste" means any "nuclear waste" material (a) containing "by-product material" other than the tailings of "nuclear waste" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.4.b

g. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

h. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

V. DEFINITIONS

A. "First underlying insurance" means the lowest attaching excess policy listed in Item 5 of the Declarations, or the policy we designate to be the lead form in Item 5 of the Declarations.

B. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

C. "Underlying insurance" means "first underlying insurance", all policies of insurance listed in Item 5. of the Declarations, and all applicable policies, self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or "occurrence" whether or not listed in Item 5. of the Declarations.

D. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or "occurrence".

VI. CONDITIONS

A. Appeals

In the event you or any underlying insurers elect not to appeal a judgment in excess of the amount of the "underlying limits of insurance", we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and interest incidental to this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

B. Bankruptcy or Insolvency

The bankruptcy of any insured will not relieve us from the payment of any claim or "suit" covered by this policy.

In the event of the bankruptcy or insolvency of any underlying insurer, the insurance afforded by this policy will not replace such "underlying insurance" or drop down to attach at a lower level, but will continue to apply as if the "underlying insurance" was available and collectible.

C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not waive, replace or change any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insured for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

We will be furnished a complete copy of the "first underlying insurance" described in Item 5. of the Declarations and any subsequently issued endorsements which may in any way affect this insurance.

F. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined by settlement with our written consent or by actual trial and final judgment; but we will not be liable for any "loss" or damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance as set forth in the Declarations.

This insurance does not give anyone the right to add us as a party in any action or lawsuit against you brought to determine your liability.

G. Maintenance of "Underlying Insurance"

During the period of this policy, you agree:

1. to keep all "underlying insurance" in full force and effect.

2. that the Limits of Insurance of the "underlying insurance" policies will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance."

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

H. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit" which may involve this policy.

   To the extent possible, notice will include:

   a. how, when and where the "occurrence" or claim took place;

   b. the names and addresses of any injured persons and witnesses;

   c. the nature and location of any injury or damage arising out of the "occurrence" or claim.

2. If a claim or "suit" against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

3. You and any other involved insured must:

   a. immediately send us copies of any demands, notices, summonses, communications or legal papers received in connection with the claim or "suit".

   b. authorize us to obtain records and other information;

   c. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

   d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

J. Premium

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. If any additional premium charge is made to the "underlying insurance" during the policy period or if there is an increase in the risk assumed by us, our premium may be adjusted accordingly.

K. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statue, indemnify the insured.

L. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance".

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring "suit" or transfer those rights to us to enforce them.

M. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

N. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are base upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

Endurance American Insurance Company
750 3rd Avenue
New York, NY 10017

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

Senior Vice President **President**

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.