Date: **December 12, 2018**

To: **Amanda Barton**

**AmWINS Brokerage of Illinois**

**10 S La Salle St Ste 2000**

**Chicago, IL 60603**

Re: 1321 Mission Smartspace LLC

**Excess Follow Form Policy**

Dear Amanda:

Thank you for the opportunity to quote 1321 Mission Smartspace LLC. I am pleased to enclose a Proposal of Insurance on our Excess Follow Form Policy. This policy is underwritten by National Fire & Marine Insurance Company (1314 Douglas Street, Suite 1400, Omaha NE 68102-1944), a member of Berkshire Hathaway’s National Indemnity group of insurance companies, which hold financial strength ratings of A++ from AM Best and AA+ from Standard & Poor’s.

We value our relationship with you and AmWINS Brokerage of Illinois and look forward to working with you on this and future accounts. If you have any questions about the attached, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

David Bresnahan

617-936-2903

PolicyTest\_UW@bhspecialty.com



National Fire & Marine Insurance Company  
Excess Follow Form Policy

Proposal of Excess Insurance



Date: December 12, 2018

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Named Insured Mailing Address: |  | **1321 Mission Smartspace LLC**  2116 Allston Way Ste 1  Berkeley, CA 94704 |
| |  |  | | --- | --- | | Policy Period: Effective from December 12, 2018 to December 12, 2019;  Both days at 12:01 am local standard time at the mailing address of the Named Insured. | Form Number: EP-AX-NLF-001-02-2014 | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| Per Claim Limit of Liability | Aggregate Limit of Liability | Attachment | Premium |
| $12,000,000 | $34,000,000 | $56,000,000 | $454,000 |

Followed Policy:

|  |  |  |
| --- | --- | --- |
| Insurer | Limit of Liability | Policy Number |

|  |
| --- |
|  |

|  |  |
| --- | --- |
| Followed Coverage(s): |  |
|  | Crime |
|  | Breach Expenses Coverage |
|  | Privacy Regulatory Defense, Fines and Penalties |
|  | Network Security and Privacy Liability |
|  | Directors & Officers - Side A DIC Follow |
|  | Bankers Professional Liability |
|  | Insurance Broker/Agency Professional Liability |
|  | Employment Practices Liability |
|  | Fiduciary Liability |
|  | Mutual Fund Liability |
| Commission: | 12% |

ENDORSEMENTS:

|  |  |  |
| --- | --- | --- |
|  | EP-UN-005-05/2018 | Notice Of Service Of Suit |
|  | EP-XS-002-10/2013 | DIC Drop-Down |
|  | EP-XS-003-10/2013 | Amend Preamble |
|  | EP-XS-004-10/2013 | Insuring Agreement (Delete Any More Restrictive Provisions of Underlying Excess Policies) |
|  | EP-XS-005-10/2013 | OFAC/Economic Sanctions |
|  | EP-XS-007-10/2013 | Co-Surety Claims Control Endorsement (Broad) |
|  | EP-XS-008-10/2013 | Drop Down for Underlying Insurer Insolvency |
|  | EP-XS-009-10/2013 | Prior and Pending Date |
|  | EP-XS-010-10/2013 | Prior and Pending Exclusion Endorsement (Following Primary Except for Date) |
|  | EP-XS-011-10/2013 | Underlying Insurance Change (Recognition of Erosion of Underlying Insurance - Tie-In Limits) |
|  | EP-XS-013-01/2015 | Cap on Losses From Certified Acts of Terrorism |
|  | EP-XS-014-11/2013 | Premium Fully Earned at Inception |
|  | EP-XS-015-11/2013 | Cancellation |
|  | EP-XS-016-11/2013 | Amend Section III, Limits of Liability, For Excess Fidelity Bond |
|  | EP-XS-018-12/2013 | Non-Follow Form: Coverages Not Followed; Erosion Recognized |
|  | EP-XS-019-12/2013 | Non-Follow Form; Coverages & Limits Not Followed |
|  | EP-XS-020-12/2013 | Inverted Warranty Endorsement |
|  | EP-XS-022-01/2014 | State Amendatory & Policy Inconsistency - Most Favored Terms |
|  | EP-XS-023-01/2014 | Severability of Cooperation Obligations |
|  | EP-XS-025-02/2014 | Non-Follow Form Endorsement - Exclusion of Network Interruption Insurance |
|  | EP-XS-026-02/2014 | Followed Policy Sublimits: Recognition of Underlying Erosion & Adoption of Sublimits |
|  | EP-XS-028-04/2014 | Claims Reporting Amendatory Endorsement |
|  | EP-XS-029-05/2014 | Countersignature Endorsement |
|  | EP-XS-030-01/2015 | Materials and Written Statements Relied Upon By Insurer |
|  | EP-XS-031-01/2015 | Amend Insurer Rights |
|  | EP-XS-032-01/2015 | Split Prior and Pending Date (Scheduled Insuring Agreement(s) Clause(s) |
|  | EP-XS-033-01/2015 | Scheduled and Split Prior and Pending Date |
|  | EP-XS-034-01/2015 | Amend Prior and Pending Date |
|  | EP-XS-035-01/2015 | Follow Form (For Underlying Policy) |
|  | EP-XS-036-01/2015 | Insuring Agreement - Delete "In Fact" |
|  | EP-XS-039-01/2015 | PREAMBLE AMENDATORY |
|  | EP-XS-040-10/2015 | FOLLOWED POLICY SUBLIMITS: RECOGNITION OF UNDERLYING EROSION & DROP DOWN OVER EXHAUSTED SUBLIMITS |
|  | EP-XS-041-10/2015 | DERIVATIVE INVESTIGATION COVERAGE EXCESS SUBLIMIT |
|  | EP-XS-045-10/2016 | Amend Preamble To Insuring Agreements |
|  | EP-XS-046-10/2016 | Application Reliance |
|  | EP-XS-047-10/2016 | Cancellation Amended (Pro Rata) |
|  | EP-XS-048-10/2016 | Coinsurance Endorsement |
|  | EP-XS-049-10/2016 | Insured Person Definition Endorsement (Independent Directors Only) |
|  | EP-XS-050-10/2016 | Insurer Rights Amended (Add “And Insured”) |
|  | EP-XS-051-10/2016 | Insurer Rights Amended (This Policy Only) |
|  | EP-XS-052-10/2016 | Insuring Agreement Amended (Add “Or Any Other Party”) |
|  | EP-XS-053-10/2016 | Insuring Agreement Amended (Add “By Any Other Sources”) |
|  | EP-XS-054-10/2016 | Insuring Agreement Amended (Delete “In Fact”) |
|  | EP-XS-055-10/2016 | Insuring Agreement Amended (Remove “More Restrictive Provisions Of Underlying”; Add “By Any Other Sources”) |
|  | EP-XS-056-10/2016 | Known Wrongful Acts/Prior Acts/Prior Notice Exclusions |
|  | EP-XS-057-10/2016 | Known Wrongful Acts Exclusion (Excess Limits, Severability) |
|  | EP-XS-058-10/2016 | Known Wrongful Acts Exclusion (Excess Limits, Severability, Specific Coverages) |
|  | EP-XS-059-10/2016 | Known Wrongful Acts Exclusion (Severability) |
|  | EP-XS-061-10/2016 | Limit Of Liability Amended (Non-Recognition Of Sublimits) |
|  | EP-XS-062-10/2016 | Limits Of Insurance Amended (Multiple Coverage Parts/Followed Policies) |
|  | EP-XS-063-10/2016 | Multiple Followed Policies |
|  | EP-XS-065-10/2016 | Non Follow Form Followed Policy (Arbitration) |
|  | EP-XS-066-10/2016 | Non Follow Form Followed Policy (Non-Recognition Of Erosion) |
|  | EP-XS-067-10/2016 | Non Follow Form Followed Policy (Recognition Of Erosion) |
|  | EP-XS-068-10/2016 | Non Follow Form Followed Policy |
|  | EP-XS-069-10/2016 | Pending And Prior Litigation Exclusion (Excess Limits) |
|  | EP-XS-070-10/2016 | Pending And Prior Litigation Exclusion (Excess Limits, Specific Coverages) |
|  | EP-XS-071-10/2016 | Pending And Prior Litigation Exclusion (Multiple Excess Limits) |
|  | EP-XS-072-10/2016 | Pending And Prior Litigation Exclusion (Multiple Excess Limits, Specific Coverages) |
|  | EP-XS-073-10/2016 | Pending And Prior Litigation Exclusion (Specific Coverages) |
|  | EP-XS-074-10/2016 | Pending And Prior Litigation Exclusion |
|  | EP-XS-076-10/2016 | Preamble, Insuring Agreement & Change Of Underlying Insurance Amended (Application; Other Party) |
|  | EP-XS-077-10/2016 | Prior Acts Exclusion (Specific Coverages) |
|  | EP-XS-078-10/2016 | Prior Acts Exclusion |
|  | EP-XS-079-10/2016 | Prior Notice Exclusion |
|  | EP-XS-080-10/2016 | Professional Services Exclusion (Recognition Of Erosion) |
|  | EP-XS-081-10/2016 | Recognize Exhaustion By Foreign Policy Tie-In |
|  | EP-XS-084-10/2016 | Reliance On Another Insurance Company’s Application |
|  | EP-XS-085-10/2016 | Specific Entity Exclusion (Claims Against) |
|  | EP-XS-086-10/2016 | Specific Entity Exclusion (Claims By Or On Behalf Of) |
|  | EP-XS-087-10/2016 | Specific Entity Exclusion (Claims By, On Behalf Of Or Against) |
|  | EP-XS-088-10/2016 | Specific Event Exclusion |
|  | EP-XS-091-10/2016 | Specific Term Follow Form Endorsement |
|  | EP-XS-092-10/2016 | Sublimit Drop Down Endorsement (Specific Sublimits) |
|  | EP-XS-093-10/2016 | Sublimit Drop Down Endorsement (Specific Sublimits, Sublimit In Addition To Limit Of Liability) |
|  | EP-XS-094-10/2016 | Sublimit Drop Down Endorsement (With Coinsurance) |
|  | EP-XS-095-10/2016 | Sublimit Drop Down Endorsement |
|  | EP-XS-097-12/2016 | Notice Section Amended |
|  | EP-XS-100-03/2018 | Underlying Insurance Change Amended (Add "Not Unreasonably Withheld Or Delayed") |
|  | EP-UN-014-02/2018 | Global Program Tie-In Of Limits |

NOTICES:

* Broker Responsible for Surplus Lines Form

**Office of Foreign Assets Control (OFAC) Disclosure Notice:**

This proposal, the continuation of any bound insurance, and any payments to you, to a claimant or to another third

party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the office of Foreign Assets Control (OFAC), if we determine that any such party is on the “Specially Designated Nationals or Blocked Persons” list as maintained by OFAC.

**Terms and Conditions:**

* This proposal is being provided by a non-admitted carrier.
* Compliance with all surplus lines placement requirements, including stamping the policy and collection and payment of premium of surplus lines taxes, is the responsibility of the broker.
* Premiums do not include applicable surplus lines taxes or fees.
* Premium is due within 30 days of the Effective Date of the policy.
* This proposal is based on information received, and is subject to reconsideration if materially different or additional information is obtained.
* If bound, the policy will include the endorsements noted above.

**Subject To:**

* Completed “Broker Responsible for Surplus Lines” Form Within 10 Days of Binding

Important: In order to complete the underwriting process, we require that you send us the additional information requested in the “Subject To” section above, if any.

The foregoing information is for proposal purposes only and is not a binder of insurance. Because the general underwriting requirements of this Company may change, we reserve the right to withdraw this proposal at any time, for any reason, with notice, and in no event will it remain beyond the proposed effective/inception date of the policy as listed in this proposal. Coverage can only be bound by the express written consent of this Company.

Please notify us if the information contained herein is incorrect.

Please feel free to contact our office with any questions you may have or if you need any further clarification on any portion of this Proposal of Insurance. Thank you for doing business with Berkshire Hathaway Specialty Insurance on behalf of National Fire & Marine Insurance Company.

Sincerely,



Daniel Fortin

Authorized Representative

**IMPORTANT:**

**THIS AGREEMENT MUST BE COMPLETED BY THE BROKER RESPONSIBLE FOR SURPLUS LINES FILINGS**

**(Property & Casualty)**

|  |  |  |
| --- | --- | --- |
| Date: December 12, 2018 | To:  MailinM Address: |  |
|  | Returned To: | David Bresnahan |
| Re: | Insured: | 1321 Mission Smartspace LLC |
|  | Policy #: |  |
|  | Effective Date: | December 12, 2018 |

This policy is written on a surplus lines basis by **National Fire & Marine Insurance Company**

In the insured’s home state of: (see attached definition of home state)

As the producing broker, it is **your** responsibility to arrange for the payment of the state tax and/or stamping fee on **100%** of the premium for this policy.

Please return a copy of this letter within 10 **business days** of receipt with your acknowledgment that you have arranged for the filing and payment of the surplus lines tax and/or stamping fee in accordance with the state regulation.

\*Please list licensed surplus lines broker:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Individual’s Name: |  | | |  |
| Firm: |  | | |  |
| Firm Address: |  | | |  |
|  | |  | |  |
| Surplus Lines License Number: | |  | | (for the insured’s home state) | |
|  | | |  |  | |
| New Jersey SLA # (Transaction Number)  assigned to this policy (if the insured’s home state is NJ): | | |  |  | |

**TAXES AND/OR FEES PAID:**

|  |  |  |  |
| --- | --- | --- | --- |
| State: |  | Taxes, Other: |  |
| Fee: |  | Fees, Other: |  |
| Tax: |  | Assessments, Other: |  |

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Producing Broker Signature Producing Broker (Print Name)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*The producing broker agrees that, upon request by the company or any insurance regulator, the broker will provide a copy of the surplus lines license referenced above as well as any documentation supporting the payment of surplus lines taxes and applicable fees hereunder.**

**DEFINITIONS:**

**HOME STATE** –

1. In general. – Except as provided in subparagraph (B), the term “home state” means, with respect to an insured –
   * 1. the state in which an insured maintains its principal place of business or, in the case of an individual, the individual’s principal residence; or
     2. if 100 percent of the insured risk is located out of the state referred to in clause (i), the state to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.
2. Affiliated Groups. – If more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term “home State” means the home State, as determined pursuant to subparagraph (A), of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

**Affiliate** – The term “affiliate” means, with respect to an Insured, any entity that controls, is controlled by, or is under common control with the Insured.

**Affiliated Group** – The term “affiliated group” means any group of entities that are all affiliated.

**CONTROL** – An entity has “control” over another entity if –

1. the entity directly or indirectly or acting through 1 or more other persons owns, controls or has the power to vote 25 percent or more of any class of voting securities of the other entity; or
2. the entity controls in any manner the election of a majority of the directors or trustees of the other entity.

**PRINCIPAL PLACE OF BUSINESS** – The term “principal place of business” means, with respect to determining the home state of the Insured:

1. the state in which an Insured maintains its headquarters and the Insured’s high level officers direct, control and coordinate the business activities; or
2. if the Insured is a company which maintains outside any state its headquarters where the Insured’s high level officers direct, control and coordinate the business activities, (for example a foreign company headquartered in a foreign country), then the state where the largest percentage of the risk resides, i.e. the state to which the greatest percentage of the Insured’s taxable premium for the insurance contract is allocated.

**PRINCIPAL RESIDENCE** – “Principal residence” means, with respect to determining the Home State of the insured, (a) the state where the insured resides for the greatest number of days during a calendar year; or (b) if the insured’s principal residence is located outside any state, the state to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.

**STATE** – The term “state” includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NOTICE OF SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS FOLLOW FORM

To the extent required by law, we hereby designate the Commissioner of Insurance of your state or such other officer required by your state statute, including their successors in office, as our true and lawful agent for Service of Suit on this policy, provided that such process should be mailed to us at the following address:

Counsel

Legal Department

National Fire & Marine Insurance Company

1314 Douglas Street, Suite 1400

Omaha, Nebraska 68102-1944

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**DIC DROP-DOWN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that:

1. **Underlying DIC Policies** means the following policies of **Underlying Insurance** that are specifically excess of the **Followed Policy**:

|  |  |  |
| --- | --- | --- |
| **Insurer** | **Policy No.** | **Limits/Attachment** |
| 21st Century Auto Insurance Company NJ | 43-POI-987685-02 | $2,000,000/$7,000,000 |

1. Notwithstanding anything in Section I, **INSURING AGREEMENT**, to the contrary, if the **Followed Policy** and any **Underlying DIC Policies** drop down in accordance with the terms of such policies, this Policy shall follow form to, and apply in conformance with, the provisions of the **Followed Policy** and shall also drop down excess of the **Followed Policy** and any **Underlying DIC Policies**.
2. If the **Followed Policy** or any **Underlying Excess Policies** do not pay **Loss** otherwise covered thereunder, this policy shall drop down excess of any **Followed Policy** and **Underlying DIC Policies** that do pay such **Loss**. If neither the **Followed Policy** nor any of the **Underlying Excess Policies**, including the **Underlying DIC Policies**, pay such **Loss**, this policy shall drop down and apply, in accordance with its terms, conditions and limitations, to such **Loss**.
3. Section VI **INSURER RIGHTS** is deleted in its entirety and replaced as follows:

The **Insurer** has the same rights, privileges and protections afforded to the insurer of the **Followed Policy**, including any and all subrogation or recovery rights**.** The **Insurer** has the right, but not the obligation, at its sole discretion, to effectively associate with the **Insured(s)** in the defense and settlement of any claim which may attach to and be covered under this policy or any **Underlying Insurance**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**AMEND PREAMBLE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe policy is amended as follows:

The paragraph immediately preceding Section I **INSURING AGREEMENT** (the Preamble) is deleted in its entirety and replaced as follows:

In consideration of the premium payment, the **Insureds** and the **Insurer** agree as follows:

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**INSURING AGREEMENT**

**(DELETE ANY MORE RESTRICTIVE PROVISIONS OF UNDERLYING EXCESS POLICIES**)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe INSURING AGREEMENT is amended by the deletion of the following clause: “or any more restrictive provisions of the **Underlying Excess Policies**.”

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**OFAC/ECONOMIC SANCTIONS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that this policy does not provide coverage that would be in violation of the laws or regulations of the United States of America concerning trade or economic sanctions, including, but not limited to, those administered and enforced by the U.S. Treasury’s Office of Foreign Asset Control (OFAC).

Payment of loss under this policy shall only be made in full and complete compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by OFAC.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**CO-SURETY CLAIMS CONTROL ENDORSEMENT (BROAD)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that each of the **Insurers** shall have the right and shall be given the opportunity to associate in the investigation and defense of any **Claim**. The **Lead Insurer** shall have the authority to act on behalf of and exercise all rights of the **Insurers** with respect to the investigation, defense and settlement of **Claims**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**DROP DOWN FOR UNDERLYING INSURER INSOLVENCY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policy it is hereby understood and agreed that the INSURING AGREEMENT is revised as follows:

1. The following paragraph is hereby added:

Thispolicy shall drop down if any insurer issuing any **Underlying Insurance** fails to pay loss solely because:

1. of the insolvency of any such insurer issuing any **Underlying Insurance**;
2. of the filing or commencement of any bankruptcy, receivership, liquidation, dissolution, rehabilitation, or any similar proceeding involving any insurer of such **Underlying Insurance**; or
3. anyinsurer of such **Underlying Insurance** is taken over by any regulatory body.

Any such drop-down shall be excess of all other available **Underlying Insurance**, and in no event shall the **Insurer’s** liability be greater than the Limit of Liability set forth in Item 3. of the Declarations.

1. Solely with respect to the above additional paragraph, the following clause is hereby deleted:

The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the **Insurer**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**PRIOR AND PENDING DATE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

The **Insurer** shall have no liability to make any payment in connection with any **Claim** based upon or arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to the **Prior or Pending Date** set forth below.

For purposes of this endorsement the **Prior or Pending Date** means December 12, 2018.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**PRIOR AND PENDING EXCLUSION ENDORSEMENT (FOLLOWING PRIMARY EXCEPT FOR DATE)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that prior & pending litigation exclusion shall have the same meaning as in the **Followed Policy** with the exception of the date, which for purposes of this endorsement shall be defined below:

Prior and Pending Date: December 12, 2018

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**UNDERLYING INSURANCE CHANGE**

**(RECOGNITION OF EROSION OF UNDERLYING INSURANCE – TIE-IN LIMITS)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policy it is hereby understood and agreed that the **Underlying Insurance** section in the policy is amended by the addition of the following:

The **Insurer** shall recognize erosion of **Underlying Insurance** by operation of any provision in the **Underlying Insurance** which ties in its limit of liability to the limit of liability of another policy offered by the same insurer and which permits erosion of the limit of liability by operation of such tie-in provision, so long as such tie-in of limits provision is expressly stated in such **Underlying Insurance**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Calendar 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 consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. 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.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**PREMIUM FULLY EARNED AT INCEPTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policy it is hereby understood and agreed that the premium set forth in Item 4 of the Declarations shall be deemed fully earned as of the earliest date of the Policy Period Effective dates set forth in Item 2 of the Declarations.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**CANCELLATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that the policy is amended as follows:

1. **Section VI, INSURER RIGHTS**, is hereby amended by the addition of the following:

Notwithstanding anything in this policy or in the **Followed Policy** to the contrary, this policy shall only be canceled if and only if the full amount of the premium as set forth in Item 4 of the Declarations is not paid to the **Insurer** within 30 days of the Effective Date of the policy.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**AMEND SECTION III, LIMITS OF LIABILITY, FOR EXCESS FIDELITY BOND**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that the policy is amended as follows:

1. **Section III, LIMITS OF LIABILITY**, is hereby deleted and replaced by the following:

With the exception of the amount of the **Single Loss** Limit of Liability and the policy Aggregate Limit of Liability as set out in Item 3 of the Declarations (as amended), this policy hereby adopts and incorporates Section of the **Followed Policy**. If any **Underlying Insurance** grants coveragesubject to a liability sublimit, this policy shall not afford such coverage. The policy, however, shall recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such coverage.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**NON-FOLLOW FORM: COVERAGES NOT FOLLOWED; EROSION RECOGNIZED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that, notwithstanding anything to the contrary in Section I, Insuring Agreement or Section III, Limits of Liability, this policy shall not apply to the following coverage(s) named in the **Followed Policy**, however, the **Insurer** shall recognize any reduction or exhaustion of the **Underlying Limits** by reason of any payment under such coverage(s) by or on behalf of the insurers of the **Underlying Insurance**:

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**NON-FOLLOW FORM: COVERAGES & LIMITS NOT FOLLOWED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that, notwithstanding anything to the contrary in Section I, Insuring Agreement or Section III, Limits of Liability, this policy shall not apply to the following coverage(s) named in the **Followed Policy** and the **Insurer** shall not recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such coverage:

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**INVERTED WARRANTY ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that solely with respect to the Limits of Liability excess of :

The **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made against an **Insured** based upon or arising out of any **Wrongful Act(s)** likely to give rise to a **Claim** under this policy and known to the **Insured’s** as of the inception date of this policy.

For the purpose of determining the applicability of the foregoing exclusion, the facts pertaining to and knowledge possessed by the **Insured’s** shall be imputed to all **Insureds**. The facts pertaining to and knowledge possessed by any other **Insured** shall not be imputed to any other **Insured**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**STATE AMENDATORY & POLICY INCONSISTENCY – MOST FAVORED TERMS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that the policy is amended to add the following language:

In the event that there is an inconsistency between a state amendatory attached to this Policy and any term or condition of this Policy, then it is understood and agreed that, where permitted by law, the **Insurer** shall apply those terms and conditions of either the amendatory or the policy which are more favorable to the **Insured**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**SEVERABILITY OF COOPERATION OBLIGATIONS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that the policy is amended as follows:

1. **Section V, SEVERABILITY OF INTERESTS**, is hereby deleted and replaced by the following:

In addition to any other clauses set forth herein, this policy shall follow any provisions in the **Followed Policy** regarding the severability and non-imputation of the statements, representations, warranties or cooperation obligations of any **Insured(s)** and the limitations and restrictions in rescission or voidance of the **Followed Policy**.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**non-follow form endorsement – exclusion of network interruption insurance**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

**I.** The following is added to **SECTION I. INSURING AGREEMENT** of the policy:

This policy does not follow, and the insurance provided by this policy does not apply to, any of the Network Interruption Insurance provided by the **Underlying Insurance**, including, but not limited to, any such insurance provided with respect to any loss of business income, all of which is specifically excluded in its entirety by this policy.

**II.** The following is added to **SECTION III – LIMITS OF LIABILITY** of the policy:

This Policy will recognize the payment of amounts due to occurrences, claims or loss that are covered under the Network Interruption Insurance provided by the **Underlying Insurance** with respect to reducing or exhausting the limits of liability of the **Underlying Insurance**, notwithstanding the fact that this policy does not provide any insurance with respect to such Network Interruption Insurance, however this policy shall not drop down.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**FOLLOWED POLICY SUBLIMITS: RECOGNITION OF UNDERLYING EROSION & ADOPTION OF SUBLIMITS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed the policy is amended as follows:

1. **Section III, LIMITS OF LIABILITY**, is amended by the deletion of the following:

If any **Underlying Insurance** grants coveragesubject to a liability sublimit, this policy shall not afford such coverage. The policy, however, shall recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such coverage.

1. With respect to any liability sublimit set forth in a **Followed Policy** it is agreed that:
2. to the extent any insurer of a **Followed Policy** makes a loss payment subject to a liability sublimit, this policy shall recognize such loss payment as eroding or reducing the **Underlying Limits;**
3. the aggregate amount available to pay any loss subject to a liability sublimit contained in any **Followed Policy**, is the amount of the liability sublimit set forth in the subject **Followed Policy. I**n the event any such liability sublimit is fully exhausted by payment of covered loss by the insurer of a **Followed Policy**, then any additional loss that would be subject to any such liability sublimit shall not be considered covered loss, shall not reduce or erode the **Underlying Limits** and shall not reduce or, in any way, impact this policy’s limit of liability set forth in Item of 3 of the Declarations Page;
4. in the event any such liability sublimit has not been fully exhausted by payment of loss by the insurer of the subject **Followed Policy** after the **Underlying Limits** have been fully exhausted and this policy continues in force as primary insurance, then any subsequent covered loss that would be subject to said liability sublimit shall be covered under this policy up to the remaining amount of said liability sublimit, and shall also be part of and subject to, and not in addition to, the aggregate limit of liability set forth in Item 3 of the Declarations Page.

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**CLAIMS REPORTING AMENDATORY ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

Item 6. Notices in the COMMON POLICY DECLARATIONS is deleted and replaced by the following:

**Item 6. Notices:**

In the event of a claim, please notify the following: by email – [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com); by fax –617-507-8259; or by mail - National Fire & Marine Insurance Company, 100 Federal St Boston, MA 02110

Service of Suit may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944

All other notices: by email – execandprofnotices@bhspecialty.com; by fax –617-248-1618; or by mail - Executive and Professional Lines, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944

You may also contact us regarding a claim or notice by calling the following 24-hour toll free number:

**855-453-9675**

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**COUNTERSIGNATURE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

**State**

**CA**

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Countersignature Countersigning Agent



ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

MATERIALS AND WRITTEN STATEMENTS RELIED UPON BY INSURER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe policy is amended as follows:

In the paragraph immediately preceding Section **I.** **INSURING AGREEMENT** (Preamble), the reference to “all materials and written statements” is limited to the written materials in the Application (as that term is defined in the **Followed Policy**), but does not include any other written materials or written statements submitted by or on behalf of the **Insured(s)** or **Named Insured** to any insurer of **Underlying Insurance**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company



AMEND INSURER RIGHTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe policy is amended as follows:

**SECTION VI. INSURER RIGHTS** is deleted and replaced by the following:

The **Insurer** has the same rights, privileges and protections afforded to the insurer of the **Followed Policy.** The **Insurer** has the right, but not the obligation, at its sole discretion, to effectively associate with the **Insured(s)** in the defense and settlement of any claim which is reasonably expected to involve the Limit of Liability of this policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company



|  |
| --- |
|  |

SPLIT PRIOR AND PENDING DATE

(SCHEDULED INSURING AGREEMENT(S) / CLAUSE(S))

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

With respect to the specific Insuring Agreement(s)/Clause(s) of the **Followed Policy** that are shown in the Schedule of this endorsement, the **Insurer** shall have no liability to make any payment in connection with any Claim based upon or arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to .

With respect to all Insuring Agreement(s)/Clause(s) other than the specific Insuring Agreement(s)/Clause(s) of the **Followed Policy** that are shown in the Schedule of this endorsement**,** the **Insurer** shall have no liability to make any payment in connection with any Claim based upon or arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to December 12, 2018.

|  |
| --- |
| SCHEDULE  Insuring Agreement(s)/Clause(s): |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

|  |
| --- |
|  |



SCHEDULED AND SPLIT PRIOR AND PENDING

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

With respect to the specific Insuring Agreement(s)/Clause(s) of the **Followed Policy** that are shown in the Schedule of this endorsement, coverage under this policy shall apply in conformance with the exclusion in the **Followed Policy** regarding pending or prior proceedings (commonly referred to as a “Prior & Pending Litigation Exclusion”) except with respect to the date(s) applicable to such exclusion, which date(s) for purposes of this paragraph shall be Prior & Pending Date: .

With respect to all Insuring Agreement(s)/Clause(s) other than the specific Insuring Agreement(s)/Clause(s) of the **Followed Policy** that are shown in the Schedule of this endorsement**,** coverage under this policy shall apply in conformance with the exclusion in the **Followed Policy** regarding pending or prior proceedings (commonly referred to as a “Prior & Pending Litigation Exclusion”) except with respect to the date(s) applicable to such exclusion, which date(s) for purposes of this paragraph shall be:

Prior & Pending Date(s):

With respect to the Limit of Liability excess of the **Underlying Limits** $56,000,000: December 12, 2018.

With respect to the remaining Limit of Liability excess of the **Underlying Limits** $56,000,000 and the **Insurer’s** first Limit of Liability: .

|  |
| --- |
| SCHEDULE |
| Insuring Agreement(s)/Clause(s): |
|  |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

AMEND PRIOR AND PENDING DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

In consideration of the payment of the premium for this policy it is hereby understood and agreed that coverage under this policy shall apply in conformance with the exclusion in the **Followed Policy** regarding pending or prior proceedings (commonly referred to as a “Prior & Pending Litigation Exclusion”) except with respect to the date(s) applicable to such exclusion, which date(s) for purposes of this policy shall be:

Prior & Pending Date(s): December 12, 2018

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

FOLLOW FORM (FOR UNDERLYING POLICY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe coverage provided under this policy will specifically apply in conformance with the following terms/conditions/endorsements of an Underlying Policy:

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company



INSURING AGREEMENT - DELETE “IN FACT”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS POLICY FORM

In consideration of the payment of the premium for this policyit is hereby understood and agreed that Section **I. INSURING AGREEMENT** is amended by the deletion in the second sentence of the following clause: “in fact”.

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PREAMBLE AMENDATORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed thatthe policy is amended as follows:

The paragraph immediately preceding **Section I.** **Insuring Agreement** (the Preamble) is deleted in its entirety and replaced as follows:

In consideration of the premium payment, the **Insureds** and the **Insurer** agree as follows:

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**FOLLOWED POLICY SUBLIMITS: RECOGNITION OF UNDERLYING EROSION & DROP DOWN OVER EXHAUSTED SUBLIMITS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policyit is hereby understood and agreed the policy is amended as follows:

1. **Section III. Limits of Liability** is amended by the deletion of the following:

If any **Underlying Insurance** grants coveragesubject to a liability sublimit, this policy shall not afford such coverage. The policy, however, shall recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such coverage.

1. With respect to any liability sublimit set forth in a **Followed Policy** it is agreed that:
2. to the extent a loss payment subject to a liability sublimit is made by or on behalf of the insurers of the **Underlying Insurance**, this policy shall recognize such loss payment as eroding or reducing the **Underlying Limits;**
3. in the event of the exhaustion of the liability sublimit of the **Underlying Insurance** by or on behalf of each of the insurers of the **Underlying Insurance,**  and solely with respect to the liability sublimit, this policy shall provide coverage pursuant to the terms and conditions of the **Followed Policy,**  as amended by the terms and conditions of any other **Underlying Insurance** and this policy, up to a maximum aggregate limit of liability for such sub-limited coverage of $0 which shall be part of, and not in addition to, the maximum aggregate Limit of Liability as set forth in Item 3. of the Declarations. Except for the sub-limited coverage specifically referenced in this paragraph, nothing herein shall be construed as relieving the exhaustion requirements or accelerating the Insurer’s payment obligations with respect to any other coverage offered under the **Underlying Insurance.**

All other terms and conditions of this policy remain unchanged.

**Endorsement**

**This endorsement, effective 12:01 AM:** December 12, 2018

**Forms a part of Policy No.:**

**Issued to:** 1321 Mission Smartspace LLC

**By:** National Fire & Marine Insurance Company

**DERIVATIVE INVESTIGATION COVERAGE EXCESS SUBLIMIT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS POLICY FORM**

In consideration of the payment of the premium for this policy,it is hereby understood and agreed that, notwithstanding any provision to the contrary in this policy, Section III. LIMITS OF LIABILITY is deleted and replaced by the following:

1. **LIMITS OF LIABILITY**

**A. Maximum Aggregate Limit of Liability**

The amount set forth in Item 3. of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all loss under this policy for any reason. If the aggregate Limit of Liability under this policy is exhausted by payment of loss, the **Insurer’s** obligations under thispolicyshall be deemed completely fulfilled and extinguished.

**B. Shareholder Derivative Investigation Costs Sublimit**

1. Subject to the Liability Sublimit set forth at B.3 below, this policy shall provide coverage in accordance with the terms, conditions and limitations set forth in Endorsement # & Title –OR- Coverage Section # & Title of the **Followed Policy**. The **Insurer’s** obligations under this provision shall only attach to the **Insurer** after the **Underlying Insurance** liability sublimits as set forth in the schedule below at B.3 have been completely exhausted by payment, in legal currency, of loss by or on behalf of the insurers listed below in said schedule of **Underlying Insurance.**
2. The amount set forth as the Liability Sublimit in the schedule below at III.B.3 shall be the maximum aggregate liability of the **Insurer** for all loss pursuant to Section III.B.1, above. The amount of the Liability Sublimit set forth below in III.B.3 is part of and not in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations. This policy shall recognize any payments under the liability sublimit by the **Underlying Insurers** set forth in B.3 below as reducing the **Underlying Limits**. Other than as set forth in this endorsement, this policy shall not provide coverage subject to any other sublimit. However, this policy shall recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such other sublimited coverage.
3. **Liability Sublimit and Schedule of Underlying Insurance and Sublimits**

**Liability Sublimit**

|  |  |  |
| --- | --- | --- |
| **Insurer** | **Policy Number** | **Liability Sublimit** |
| National Fire & Marine Insurance Company |  | $34,000,000 |

**Underlying Liability Sublimit**

|  |  |  |
| --- | --- | --- |
| **Underlying Insurer** | **Policy Number** | **Liability Sublimit** |
| 21st Century Auto Insurance Company NJ | 43-POI-987685-02 | $1,000,000.00 |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**AMEND PREAMBLE TO INSURING AGREEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that the policy is amended by deleting the paragraph immediately preceding Section **I. Insuring Agreement** in its entirety and replacing it with the following:

In consideration of the premium payment, the **Insureds** and the **Insurer** agree as follows:

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

**APPLICATION RELIANCE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that the **Insurer** has relied upon the accuracy and completeness of all of the statements made, and information and documentation, submitted to the **Insurer** in connection with the underwriting of this policy, including, but not limited to, all such statements and information contained in any application of insurance, whether included in an application provided by the **Insurer** or some other insurance company. All such statements, information and documentation are the basis of this policy, and are incorporated into this policy.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

**CANCELLATION AMENDED (PRO RATA)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following: EXCESS INSURANCE POLICY**

In consideration of premium paid for this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in this policy, in the event the **Underlying Insurance** and this policy are cancelled pursuant to the terms and conditions of the **Followed Policy**, the **Insurer** shall be entitled to retain the pro rata proportion of the premium calculated from the effective date of such cancellation.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

**COINSURANCE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS FOLLOW FORM POLICY**

In consideration of the payment of the premium for this policy,it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, including but not limited to Section **III. LIMITS OF LIABILITY**, all loss under this Policy shall be subject to a coinsurance percentage of %, which shall be the percentage of otherwise covered loss that the **Insurer** shall be responsible. The remaining percentage of such otherwise covered amounts shall be borne by the **Insureds** and remain uninsured.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

INSURED PERSON DEFINITION ENDORSEMENT

(INDEPENDENT DIRECTORS ONLY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything in this policy or the **Followed Policy** to the contrary, for purposes of coverage afforded under this policy the term “**Insured Person**” shall only mean any natural person director or trustee of the **Company** who is not an “Interested Person” within the meaning of Section 2(a)(19) of the Investment Company Act of 1940, as amended.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

INSURER RIGHTS AMENDED

(ADD “AND INSURED”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that Section **VI. INSURER RIGHTS** is deleted in its entirety and replaced with the following:

**VI. INSURER RIGHTS**

The **Insurer** and the **Insured(s)** have the same rights, privileges and protections afforded to the insurer and insureds of the **Followed Policy**. The **Insurer** has the right, but not the obligation, at its sole discretion, to effectively associate with the **Insured(s)** in the defense and settlement of any claim which may attach to and be covered under this policy or any **Underlying Insurance**.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

INSURER RIGHTS AMENDED

(THIS POLICY ONLY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that **SECTION VI. INSURER RIGHTS** is deleted in its entirety and replaced with the following:

1. **INSURER RIGHTS**

The **Insurer** has the same rights, privileges and protections afforded to the insurer of the **Followed Policy.** The **Insurer** has the right, but not the obligation, at its sole discretion, to effectively associate with the **Insured(s)** in the defense and settlement of any claim which may attach to and be covered under this policy.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

Insuring Agreement AMENDED

(ADD “OR ANY OTHER PARTY”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

1. **INSURING AGREEMENT**

This policy shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, or any more restrictive provisions of the **Underlying Excess Policies**, except as otherwise set forth in this policy. The coverage obligations under this policy shall attach to the **Insurer** only after all **Underlying Insurance** has in fact been exhausted by payment, in legal currency, of loss by or on behalf of the insurers of the **Underlying Insurance**, the **Insured(s)** or any other party. The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the **Insurer**.

All other terms and conditions of this Policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

Insuring Agreement AMENDED

(ADD “BY ANY OTHER SOURCES”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

**I. INSURING AGREEMENT**

This policy shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, or any more restrictive provisions of the **Underlying Excess Policies**, except as otherwise set forth in this policy. The coverage obligations under this policy shall attach to the **Insurer** only after all Underlying Insurance has in fact been exhausted by payment, in legal currency, of loss by or on behalf of the insurers of the **Underlying Insurance**, by or on behalf of the **Insured(s)**, and/or by any other sources. The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the Insurer.

All other terms and conditions of this Policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

Insuring Agreement AMENDED

(DELETE “IN FACT”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

1. **INSURING AGREEMENT**

Thispolicyshall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, or any more restrictive provisions of the **Underlying Excess Policies**, except as otherwise set forth in thispolicy. The coverage obligations under this policy shall attach to the **Insurer** only after all **Underlying Insurance** has been exhausted by payment, in legal currency, of loss by or on behalf of the insurers of the **Underlying Insurance**, or by or on behalf of the **Insured(s)**. The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the **Insurer**.

All other terms and conditions of this Policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

Insuring Agreement AMENDED

(REMOVE “MORE RESTRICTIVE PROVISIONS OF UNDERLYING”; ADD “BY ANY OTHER SOURCES”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

**I. INSURING AGREEMENT**

This policy shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy** except as otherwise set forth in this policy. The coverage obligations under this policy shall attach to the **Insurer** only after all Underlying Insurance has in fact been exhausted by payment, in legal currency, of loss by or on behalf of the insurers of the **Underlying Insurance**, by or on behalf of the **Insured(s)**, and/or by any other sources. The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the Insurer.

All other terms and conditions of this Policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01AM: **December 12, 2018**

Forms a part of Policy No.:

Issued to: **1321 Mission Smartspace LLC**

By: **National Fire & Marine Insurance Company**

KNOWN WRONGFUL ACTS/PRIOR ACTS/PRIOR NOTICE EXCLUSIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** alleging, arising out of, based upon or attributable to any:

1. any act, error, omission, misstatement, breach of duty, or **Wrongful Act** (as that term is defined in the **Followed Policy**)committed or allegedly committed prior to if, on or prior to that date, any **Insured** knew or could have reasonably foreseen that such act, error, omission, misstatement, breach of duty or **Wrongful Act** (as that term is defined in the **Followed Policy**)could lead to a claim under the **Followed Policy**;
2. **Wrongful Acts** (as that term is defined in the **Followed Policy**), fact, circumstance or situation which has been the subject of any written notice given before the inception of the **Policy Period** under any directors and officers liability policy, provided the insurer of such policy does not reject such notice as invalid.
3. any **Wrongful Acts** (as that term is defined in the **Followed Policy**) committed or allegedly committed prior to December 12, 2018 or **Wrongful Acts** (as that term is defined in the **Followed Policy**)occurring after such date that are logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes thereto.

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

KNOWN WRONGFUL ACTS EXCLUSION

(EXCESS LIMITS, SEVERABILITY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that, solely with respect to the $34,000,000 Limit of Liability in excess of the first Limit of Liability, the **Insurer** shall not be liable to make any payment for loss in connection with any claim under the **Followed Policy** based upon, arising out of, directly or indirectly resulting from, or in any way involving any act, error, omission, misstatement, breach of duty, or **Wrongful Act** (as that term is defined in the **Followed Policy**)committed or allegedly committed prior to if, on or prior to that date, any **Insured** knew or could have reasonably foreseen that such act, error, omission, misstatement, breach of duty or **Wrongful Act** (as that term is defined in the **Followed Policy**)could lead to a claim under the **Followed Policy**.

For purposes of determining the applicability of the foregoing, the facts and knowledge pertaining to one **Insured** shall not be imputed to any natural person **Insured** and only the facts and knowledge pertaining to the of the **Named Insured** shall be imputed to an entity **Insured**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

KNOWN WRONGFUL ACTS EXCLUSION

(EXCESS LIMITS, SEVERABILITY, SPECIFIC COVERAGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that, solely with respect to the $34,000,000 Limit of Liability in excess of the first $ Limit of Liability for the coverage of the **Followed Policy**, the **Insurer** shall not be liable to make any payment for loss in connection with any claim under the **Followed Policy** based upon, arising out of, directly or indirectly resulting from, or in any way involving any act, error, omission, misstatement, breach of duty, or **Wrongful Act** (as that term is defined in the **Followed Policy**)committed or allegedly committed prior to if, on or prior to that date, any **Insured** knew or could have reasonably foreseen that such act, error, omission, misstatement, breach of duty or **Wrongful Act** (as that term is defined in the **Followed Policy**)could lead to a claim under the **Followed Policy**.

For purposes of determining the applicability of the foregoing, the facts and knowledge pertaining to one **Insured** shall not be imputed to any natural person **Insured** and only the facts and knowledge pertaining to the of the **Named Insured** shall be imputed to an entity **Insured**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

KNOWN WRONGFUL ACTS EXCLUSION

(SEVERABILITY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for loss in connection with any claim under the **Followed Policy** based upon, arising out of, directly or indirectly resulting from, or in any way involving any act, error, omission, misstatement, breach of duty, or **Wrongful Act** (as that term is defined in the **Followed Policy**)committed or allegedly committed prior to if, on or prior to that date, any **Insured** knew or could have reasonably foreseen that such act, error, omission, misstatement, breach of duty or **Wrongful Act** (as that term is defined in the **Followed Policy**)could lead to a claim under the **Followed Policy**.

For purposes of determining the applicability of the foregoing, the facts and knowledge pertaining to one **Insured** shall not be imputed to any natural person **Insured** and only the facts and knowledge pertaining to the of the **Named Insured** shall be imputed to an entity **Insured**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

LIMIT OF LIABILITY AMENDED

(NON-RECOGNITION OF SUBLIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that **Section III.** **LIMITS OF LIABILITY** is deleted in its entirety and replaced with the following:

1. **LIMITS OF LIABILITY**

The amount set forth in Item 3. of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all loss under this policy for any reason. If the aggregate Limit of Liability under this policy is exhausted by payment of loss, the **Insurer’s** obligations under thispolicyshall be deemed completely fulfilled and extinguished. If any **Underlying Insurance** grants coveragesubject to a liability sublimit, this policy shall not afford such coverage and shall not recognize any reduction or exhaustion of the **Underlying Limits** by any payment under such coverage.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

LIMITS OF INSURANCE AMENDED

(MULTIPLE COVERAGE PARTS/FOLLOWED POLICIES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that **Item 3. Limits of Insuring (including Defense Costs)** of the Declarations is deleted in its entirety and replaced with the following:

Item 3. Limits of Insurance (including **Defense Costs**):

|  |  |
| --- | --- |
| Per Claim Limit: |  |
| Total Underlying Limit of Liability: |  |

Aggregate Policy Limit: $34,000,000

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

MULTIPLE FOLLOWED POLICIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the for this policy, it is hereby understood and agreed that the coverage provided under this policy will specifically apply in conformance with the following terms/conditions/endorsements of an **Underlying Policy**:

|  |  |
| --- | --- |
| **Followed Policy Number**: |  |
| Endorsement No. : |  |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NON FOLLOW FORM FOLLOWED POLICY

(ARBITRATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

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

1. Notwithstanding anything to the contrary contained within the policy, the coverage provided under this policy will not specifically apply in conformance with the following term, condition or endorsement of the **Followed Policy:**

|  |
| --- |
|  |

1. The **Insurer** and the **Insureds** shall attempt in good faith to resolve any dispute arising out of or relating to this policy promptly by negotiation between executives with authority to settle such dispute. If any dispute cannot be resolved through negotiation, the parties agree that they will submit the dispute to non-binding mediation. The parties will use best efforts to agree on the terms of any such mediation process, but if they do not agree within thirty (30) days of either party requesting mediation, the dispute will be submitted to JAMS for mediation. Each party will bear their own costs, regardless of the mediation process used. If the dispute is not settled at mediation, no party may commence an action against any other party until at least thirty (30) days after the final mediation session.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NON FOLLOW FORM FOLLOWED POLICY

(NON-RECOGNITION OF EROSION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within the policy, the coverage provided under this policy will not specifically apply in conformance with the following term, condition or endorsement of the **Followed Policy** and the **Insurer** shall not recognize any reduction or exhaustion of the **Underlying Limits** by reason of any payment under such coverage by or on behalf of the insurers of the **Underlying Insurance,** or by or on behalf of the **Insured(s)**.

**TERM/CONDITION/ENDORSEMENT**

|  |
| --- |
|  |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NON FOLLOW FORM FOLLOWED POLICY

(RECOGNITION OF EROSION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within the policy, the coverage provided under this policy will not specifically apply in conformance with the following term, condition or endorsement of the **Followed Policy:**

**TERM/CONDITION/ENDORSEMENT**

|  |
| --- |
|  |

Provided, however, the **Insurer** shall recognize any reduction or exhaustion of the **Underlying Limits** by reason of any payment under such coverage by or on behalf of the insurers of the **Underlying Insurance,** or by or on behalf of the **Insured(s)**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NON FOLLOW FORM FOLLOWED POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

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

1. Notwithstanding anything to the contrary contained within the policy, the coverage provided under this policy will not specifically apply in conformance with the following term, condition or endorsement of the **Followed Policy:**

|  |
| --- |
|  |

Provided, however, the **Insurer** shall recognize any reduction or exhaustion of the **Underlying Limits** by reason of any payment under such coverage by or on behalf of the insurers of the **Underlying Insurance,** or by or on behalf of the **Insured(s)**.

1. For purposes of the coverage provided under this policy, the term “**Insured Entity**” as used in the **Followed Policy** shall mean

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

(EXCESS LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to the $34,000,000 Limit of Liability in excess of the Limit of Liability, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to .

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

(EXCESS LIMITS, SPECIFIC COVERAGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to the $34,000,000 Limit of Liability in excess of the $0 Limit of Liability under the below listed terms and conditions of the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to the corresponding “**PENDING AND PRIOR DATE”**.

|  |  |
| --- | --- |
| **SPECIFIC TERM/CONDITION** | **PENDING AND PRIOR DATE** |
|  |  |

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

(MULTIPLE EXCESS LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

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

1. Notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to the Limit of Liability in excess of the Limit of Liability, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to ; and
2. Notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to the Limit of Liability in excess of the Limit of Liability, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to ;

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

(MULTIPLE EXCESS LIMITS, SPECIFIC COVERAGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

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

|  |  |  |
| --- | --- | --- |
| 1. | Notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to the $34,000,000 Limit of Liability in excess of the Limit of Liability under the below listed terms and conditions of the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to the corresponding “**PENDING AND PRIOR DATE”**. | |
|  |  | |
|  | **SPECIFIC TERM/CONDITION** | **PENDING AND PRIOR DATE** |
|  |  |  |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

(SPECIFIC COVERAGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy** and solely with respect to coverage under the below listed terms and conditions of the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to the corresponding “**PENDING AND PRIOR DATE”**.

|  |  |
| --- | --- |
| **SPECIFIC TERM/CONDITION** | **PENDING AND PRIOR DATE** |
|  |  |

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PENDING AND PRIOR LITIGATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)based upon, arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to .

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**PREAMBLE, INSURING AGREEMENT & CHANGE OF UNDERLYING INSURANCE AMENDED**

**(APPLICATION; OTHER PARTY)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

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

1. The paragraph preceding Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

In consideration of the premium payment and in reliance on any provision(s) in the **Followed Policy**, the **Insurer** has also issued this policy in reliance upon the Application (as defined in the **Followed Policy**), which shall be deemed attached hereto and made a part hereof, submitted by or on behalf of the **Insured(s)** or **Named Insured** to the **Insurer** or any **Underlying Insurance** in connection with the underwriting of this policy.

2. Section **I. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

**I. INSURING AGREEMENT**

This policy shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy** except as otherwise set forth in this policy. The coverage obligations under this policy shall attach to the **Insurer** only after all **Underlying Insurance** has in fact been exhausted by payment, in legal currency, of loss by or on behalf of the insurers of the **Underlying Insurance**, by any Side A DIC insurer, by or on behalf of the **Insured(s)**, and/or by any other party on behalf of the **Insured(s)**. The risk of uncollectability of any **Underlying Insurance** (in whole or in part) for any reason is expressly retained by the **Insured(s)**, and is not insured under this policy or assumed by the **Insurer**

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PRIOR ACTS EXCLUSION

(SPECIFIC COVERAGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)under the below listed terms and conditions of the **Followed Policy** made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** (as that term is defined in the **Followed Policy**) committed or allegedly committed prior to the corresponding **PRIOR ACTS DATE**, or **Wrongful Acts** (as that term is defined in the **Followed Policy**)occurring after such date that are logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes thereto.

**SPECIFIC TERM/CONDITION** **PRIOR ACTS DATE**

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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PRIOR ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** (as that term is defined in the **Followed Policy**) committed or allegedly committed prior to or **Wrongful Acts** (as that term is defined in the **Followed Policy**)occurring after such date that are logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes thereto.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PRIOR NOTICE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** (as that term is defined in the **Followed Policy**) fact, circumstance or situation which has been the subject of any written notice given before the inception of the **Policy Period** under any directors and officers liability policy, provided the insurer of such policy does not reject such notice as invalid.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

PROFESSIONAL SERVICES EXCLUSION

(RECOGNITION OF EROSION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** (as that term is defined in the **Followed Policy**) in the **Insured’s** performance of, or failure to perform, **Professional Services**

Provided, however, the **Insurer** shall recognize any reduction or exhaustion of the **Underlying Limits** by reason of any payment for by or on behalf of the insurers of the **Underlying Insurance,** or by or on behalf of the **Insured(s)** of **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** (as that term is defined in the **Followed Policy**) in the **Insured’s** performance of, or failure to perform, **Professional Services**

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**RECOGNIZE EXHAUSTION BY FOREIGN POLICY TIE-IN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following: EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding any provision to the contrary in this policy, this policy shall recognize reduction or exhaustion of the **Underlying Limits** as a result of the operation of any provision that expressly ties in the limit of liability of any **Underlying Insurance** with the limit of liability of any policy issued to the **Insured** outside the United States of America.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

RELIANCE ON ANOTHER INSURANCE COMPANY’S APPLICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium for this policy, it is hereby understood and agreed that the **Insurer** has relied upon the information, statements, representations and warranties in the Application, including any materials attached thereto, completed by the **Insured** and dated . Such application is made a part of this policy and operates as the **Insurer’s** own application and any statements, representations and warranties made in such other application shall be deemed made to the **Insurer** of this policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

SPECIFIC ENTITY EXCLUSION

(CLAIMS AGAINST)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any entity listed below:

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| **ENTITY** |
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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

SPECIFIC ENTITY EXCLUSION

(CLAIMS BY OR ON BEHALF OF)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)brought by or on behalf of any entity listed below:

**ENTITY**

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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

SPECIFIC ENTITY EXCLUSION

(CLAIMS BY, ON BEHALF OF OR AGAINST)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**): (i)brought by or on behalf of; or (ii) made against; any entity listed below:

**ENTITY**

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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

SPECIFIC EVENT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of the premium for this policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this policy or the **Followed Policy**, the **Insurer** shall not be liable to make any payment for **Loss** (as that term is defined in the **Followed Policy**)in connection with any **Claim** (as that term is defined in the **Followed Policy**)made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, the **EVENT(S)** described below, or **Wrongful Acts** (as that term is defined in the **Followed Policy**)that are logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes as alleged or contained the **EVENT(S)** described below:

**EVENTS**

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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

SPECIFIC TERM FOLLOW FORM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the payment of premium for this policy, it is hereby understood and agreed that this policy provides coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, including but not limited to those terms, conditions and limitations set forth below:

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| **SPECIFIC TERM/CONDITION** | **DESCRIPTION** |
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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**SUBLIMIT DROP DOWN ENDORSEMENT**

**(SPECIFIC SUBLIMITS)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policyit is hereby understood and agreed the policy is amended as follows:

Notwithstanding anything in the policy to the contrary, including but not limited to Section **III. LIMITS OF LIABILITY**, in the event of the exhaustion of a sublimit of liability for a particular coverage under the **Followed Policy** for the below listed **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer** shall drop down and pay otherwise covered amounts incurred pursuant to such **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** in accordance with the same terms, conditions and limitations of the **Followed Policy** and subject to the corresponding **SUBLIMIT OF LIABILITY**, which amount shall be part of, and not in addition to the aggregate Limit of Liability set forth in the Declarations of this policy.

Upon the exhaustion of the **SUBLIMIT OF LIABILITY** for the **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer’s** remaining obligations under this policy shall be suspended until the exhaustion of the remaining **Underlying Limits** and nothing in this endorsement shall be construed to require the **Insurer** to drop down and pay any further amounts under this policy until such exhaustion of the remaining **Underlying Limits**.

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| **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** | **SUBLIMIT OF LIABILITY** |
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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**SUBLIMIT DROP DOWN ENDORSEMENT**

**(SPECIFIC SUBLIMITS, SUBLIMIT IN ADDITION TO LIMIT OF LIABILITY)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policyit is hereby understood and agreed the policy is amended as follows:

Notwithstanding anything in the policy to the contrary, including but not limited to Section **III. LIMITS OF LIABILITY**, in the event of the exhaustion of a sublimit of liability for a particular coverage under the **Followed Policy** for the below listed **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer** shall drop down and pay otherwise covered amounts incurred pursuant to such **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** in accordance with the same terms, conditions and limitations of the **Followed Policy** and subject to the corresponding **SUBLIMIT OF LIABILITY**, which amount shall not be part of, but rather in addition to the aggregate Limit of Liability set forth in the Declarations of this policy.

Upon the exhaustion of the **SUBLIMIT OF LIABILITY** for the **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer’s** remaining obligations under this policy shall be suspended until the exhaustion of the remaining **Underlying Limits** and nothing in this endorsement shall be construed to require the **Insurer** to drop down and pay any further amounts under this policy until such exhaustion of the remaining **Underlying Limits**.

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| **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** | **SUBLIMIT OF LIABILITY** |
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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**SUBLIMIT DROP DOWN ENDORSEMENT**

**(WITH COINSURANCE)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policyit is hereby understood and agreed the policy is amended as follows:

Notwithstanding anything in the policy to the contrary, including but not limited to Section **III. LIMITS OF LIABILITY**, in the event of the exhaustion of a sublimit of liability for a particular coverage under the **Followed Policy** for the below listed **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer** shall drop down and pay otherwise covered amounts incurred pursuant to such **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** in accordance with the same terms, conditions and limitations of the **Followed Policy** and subject to the corresponding:

(i) **SUBLIMIT OF LIABILITY**, which amount shall be part of, and not in addition to the aggregate Limit of Liability set forth in the Declarations of this policy; and

(ii) **COINSURANCE PERCENTAGE**, which shall be the percentage of otherwise covered loss that the **Insurer** shall be responsible. The remaining percentage of such otherwise covered amounts shall be borne by the **Insureds** and remain uninsured.

Upon the exhaustion of the **SUBLIMIT OF LIABILITY** for the **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)**, the **Insurer’s** remaining obligations under this policy shall be suspended until the exhaustion of the remaining **Underlying Limits** and nothing in this endorsement shall be construed to require the **Insurer** to drop down and pay any further amounts under this policy until such exhaustion of the remaining **Underlying Limits**.

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| **SPECIFICALLY FOLLOWED TERM(S) & CONDITION(S)** | **SUBLIMIT OF LIABILITY** | **COINSURANCE PERCENTAGE** |
|  |  | % |

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All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

**SUBLIMIT DROP DOWN ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policyit is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, including but not limited to Section **III. LIMITS OF LIABILITY**, in the event of the exhaustion of a sublimit of liability for a particular coverage under the **Followed Policy**, the **Insurer** shall drop down and pay otherwise covered amounts incurred pursuant to such sublimited coverage in accordance with the same terms, conditions and limitations of the **Followed Policy** and subject to the same sublimit of liability set forth in the **Followed Policy** for such coverage, which amount shall be part of, and not in addition to the aggregate Limit of Liability set forth in the Declarations of this policy.

Upon the exhaustion of the sublimit of liability under this policy, the **Insurer’s** remaining obligations under this policy shall be suspended until the exhaustion of the remaining **Underlying Limits** and nothing in this endorsement shall be construed to require the **Insurer** to drop down and pay any further amounts under this policy until such exhaustion of the remaining **Underlying Limits**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

NOTICE SECTION AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**EXCESS INSURANCE POLICY**

In consideration of the payment of the premium for this policy it is hereby understood and agreed Section III. Limits of Liability is amended to add the following language:

**VII. NOTICE**

Any notice provided to the **Followed Policy** shall also be provided to the **Insurer** under this policy, except that such notice shall be provided to the **Insurer** at either the physical or email address, both identified in Item 6. of the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

UNDERLYING INSURANCE CHANGE AMENDED

(ADD “NOT UNREASONABLY WITHHELD OR DELAYED”)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW FORM POLICY

In consideration of the payment of the premium for this Policy,it is hereby understood and agreed that Section **IV UNDERLYING INSURANCE CHANGE** is deleted in its entirety and replaced with the following:

1. **UNDERLYING INSURANCE CHANGE**

If, during the Policy Period as stated in Item 2. of the Declarations, there is a change to any **Underlying Insurance** which expands coverage, then this policy shall become subject to such change only if the **Insurer** agrees thereto by written agreement or by written endorsement to this policyand any additional premium is paid, such agreement shall not be unreasonably withheld or delayed.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: December 12, 2018

Forms a part of Policy No.:

Issued to: 1321 Mission Smartspace LLC

By: National Fire & Marine Insurance Company

GLOBAL PROGRAM TIE-IN OF LIMITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW FORM POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the maximum liability of the **Insurer** for all **Loss** and other covered amountsunder this Policy,andallloss and other covered amounts under the **Master Policy** and any **Local Policy(ies)**, shall be the **Global Program Limit**.

Any payment of covered amounts by theinsurer(s)made under the **Master Policy** and any **Local Policy** shall reduce the Limit of Liability stated in the Declarations of this Policy. Further, nothing herein shall serve to increase the Limit of Liability of this Policy or the limit(s) of liability of the **Master Policy** or any **Local Policy**.

For purposes of this endorsement, the following definitions shall apply:

1. “**Global Program Limit**” shall means $0.
2. **“Local Policy(ies)”** shall mean any policy(ies) with substantially similar coverage as provided under this Policy during the policy period, issued as part of a global program facilitated and reinsured (either 100% or less) by the **Insurer** or any affiliated underwriting company of the **Insurer**.
3. **“Master Policy”** shallmeanpolicynumber , issued by to for the policy period from to .

All other terms and conditions of this Policy remain unchanged.