

Commercial Excess Liability Binder

September 18, 2024

Sent via E-Mail

To: Vince Juarez
USI Insurance Services, LLC
1940 White Rock Road
2nd Floor
Rancho Cordova, CA 95670
vince.juarez@usi.com

From: Katherine Colwell
Excess Casualty - Retail
213-270-7033

Named Insured: Switch LTD
7135 South Decatur Boulevard
Las Vegas, NV 89118

Insurer: Endurance American Insurance Company
Admitted - A.M. Best Rating: A+ XV

Policy Number: XSC30068347000

Policy Form: Excess Liability Coverage Follow Form (Short Form)
Form Number: EXL 0203 0813

Policy Period: From: September 15, 2024 To: September 15, 2029
(12:01 AM Standard Time on both dates at the address of the Named Insured noted above.)

Limits of Insurance:

Each Occurrence Limit	Aggregate Limit (where applicable)	Part of Limit
\$ 10,000,000	\$ 10,000,000	\$ 25,000,000

Schedule of Quota Share Limits of Insurance:

Coverage/Carrier	Policy Period	Limits/Attachments	Premium
Excess / American Guarantee & Liability Insurance Company	September 15, 2024 to September 15, 2029	\$ 15,000,000 Each Occurrence and Aggregate Part of \$ 25,000,000 Each Occurrence and Aggregate in excess of \$ 75,000,000	165,274 Term

Limits of Insurance are in excess of the Schedule of Underlying Limits of Insurance.

Term Premium \$ 109,096

Terrorism Premium: \$ 1,091

Total Premium: \$ 110,187

Adjustable Rate: 0.184 per \$1,000 Construction Value based on estimated Construction Value of
\$2,714,545,021

Commission: 15%

Scheduled Underlying Limits of Insurance:

Excess Policies

Coverage / Carrier	Policy Period	Limits / Attachments	Premium
Excess / XL Insurance America, Inc.	10/01/2024 to 10/01/2029	\$ 10,000,000 Each Occurrence \$ 10,000,000 Aggregate (Where Applicable) Excess of Primary	\$ 436,978 Term
Excess / ACE Property & Casualty Insurance Company	10/01/2024 to 10/01/2029	\$ 15,000,000 Each Occurrence \$ 15,000,000 Aggregate (Where Applicable) Excess of \$ 10,000,000	\$ 327,632 Term
Excess / Allied World National Assurance Company	10/01/2024 to 10/01/2029	\$ 15,000,000 Each Occurrence \$ 15,000,000 Products/Completed Operations Aggregate \$ 15,000,000 Aggregate (Where Applicable) Part of \$ 25,000,000 Excess of \$ 25,000,000	\$ 189,732 Term
Excess / StarStone Specialty Insurance Company	10/01/2024 to 10/01/2029	\$ 10,000,000 Each Occurrence \$ 10,000,000 General Aggregate \$ 10,000,000 Products/Completed Operations Aggregate Excess of \$ 25,000,000	\$ 126,706 Term
Excess / Ohio Casualty Insurance Company	10/01/2024 to 10/01/2029	\$ 12,500,000 Each Occurrence \$ 12,500,000 Aggregate (Where Applicable) Part of \$ 25,000,000 Excess of \$ 50,000,000	\$ 141,986 Term
Excess / Great American Security Insurance Company	10/01/2024 to 10/01/2029	\$ 12,500,000 Each Occurrence \$ 12,500,000 Aggregate (Where Applicable) Part of \$ 25,000,000 Excess of \$ 50,000,000	\$ 141,986 Term

Followed Policy

Terms & Conditions listed below are part of the XL Insurance America, Inc. Policy:

Terms and Conditions:

Fraud Notice - PN CW 01 0123
 Privacy Policy - PN CW 02 0119
 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") - PN CW 05 0519
 In Witness - XL Insurance America, Inc. - IL MP 9104 0124 XLIA
 Excess Liability Policy Declarations - CXU 001 0119
 Excess Liability Policy - CXU 050 0509
 Schedule of Underlying Insurance - CXU 300 0116
 Schedule of Forms and Endorsements - CXU 301 0509
 Additional Exposure Premium Adjustment Endorsement - CXU 419 0813
 Amendment to Defense Provisions Endorsement - CXU 421 0813
 Amendment to Insuring Agreement Endorsement - CXU 422 0813
 Duties in the Event of an Occurrence, Claim or Suit Amendatory Endorsement - CXU 424 0119
 Repair Work - Limited Coverage Extension Endorsement - CXU 443 0715 - 12 months
 Disaster Response Coverage Endorsement - CXU 448 0623
 Loss of Electronic Data Resulting from Physical Injury to Tangible Property Limitation Endorsement - CXU 456
 0724 - \$2M
 Silica or Silica-Related Dust Exclusion - CXU 650 0509
 Violation of Communication or Information Law Exclusion - CXU 659 0813
 Damage to Property Exclusion - Contractors - CXU 666 0715

Access or Disclosure of Confidential or Personal Material or Information Exclusion - CXU 718 0724
 Violation of Law Addressing Data Privacy Exclusion - CXU 724 0724
 Cyber Incident and Data-Related Liability Exclusion with Bodily Injury and Property Damage Exceptions - CXU 728 0724
 Cap on Losses from Certified Acts of Terrorism - CXU 900 0115
 Policyholder Disclosure Notice of Terrorism Insurance Coverage - PN161 12 20 T

Policy Attachments & Forms: Endurance American Insurance Company's Excess Liability Policy shall follow XL Insurance America, Inc.'s Policy, and shall otherwise contain:

Number	Title
EXL 0592 0610	Absolute Communicable Disease Exclusion
EXL 1302 0610	Claim Notice with Eclaim Notice
EXL 0104 0606	Designated Projects/Location Endorsement
EXL 6031 0813	Equal Terms For Quota Share Endorsement
EXL 0103 0606	Limits Of Insurance Amendment
EXL 0922 0813	Nevada Changes - Cancellation And Nonrenewal
EXL 1054 1006	Nevada Changes - Representations or Fraud
EXL 1303 0606	Participation Endorsement
EXL 3303 0615	Products Completed Operations Extension (Aggregate Limits) Endorsement
IL 1204 0115	TRIA Cap on Losses
IL 1214 1220	TRIA Disclosure - US
IL 1007 1222	Signature Page
PN 0001 0721	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)
EXL 1001 0606	General Change Endorsement - Adjustable Rate

Binder Expires On: Upon Policy Issuance

Special Conditions:

1. Coverage for Terrorism will be provided as the Insured has accepted the Terrorism coverage offered
2. Premium Due Date is Oct 30, 2024
3. Any restrictive Policy terms and/ or conditions applicable to any underlying policies that are in excess of the followed policy but underlying to the Endurance policy will also apply to the Endurance limit of liability. Any additional endorsements to the Endurance Policy will be determined upon review of the above required documentation.

Subjectivities:

<u>Item</u>	<u>Due Date</u>
1. A copy of the lead policy is required as soon as possible or within 45-60 days of the effective date of this policy	Prior to Issuance
2. Confirmation that any quota share or higher layer does not attract a higher premium per million than the Endurance layer	Prior to Binding
3. Copies of all bound Underlying policies	Prior to Issuance

Please read the foregoing carefully. Terms and conditions may not correspond with the coverage specifications included with your submission material.

Additional Comments: Thank you for your order.

A handwritten signature in cursive script that reads "Katherine Colwell". The signature is written in dark ink and is positioned above a horizontal line.

Katherine Colwell



Excess Casualty - Retail
725 South Figueroa Street
Suite 2100
Los Angeles, CA 90017

Premium Payment Invoice

(Please remit payment no later than October 30, 2024)

Invoice Date: September 18, 2024

If you have any questions regarding
remittance, please contact:
Sompo International Accounting Business Services Group
Email: ESUAccounting@sompo-intl.com

Attention: USI Insurance Services, LLC Vince Juarez 1940 White Rock Road 2nd Floor Rancho Cordova, CA 95670	Sent Via: E-mail Invoice Number: GW-1135462 Phone: 916-883-0583
Policy Number: XSC30068347000 Named Insured: Switch LTD Insurer: Endurance American Insurance Company Effective Date: September 15, 2024 Expiration Date: September 15, 2029 Underwriter: Katherine Colwell	Total Premium: \$ 110,187 Less Commissions: 15% Total Amount Due: \$ 93,659
Via Electronic Transfer: Endurance Bank Name: Wells Fargo Account number: 4122220049 WIRE/ ACH ABA: 1210-0024-8	Via Check: Make Check Endurance Payable to: Send check to: LockBox 9027 PO Box 789027 Philadelphia, PA 19178-9027 Overnight Endurance Address: LockBox 9027 101 North Independence Mall East Philadelphia, PA 19106

ENDORSEMENT

Named Insured: Switch LTD

Policy Number: XSC30068347000

Endorsement

Endorsement

Effective Date: September 15, 2024

Number: N/A

12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations.

DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

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

It is agreed that:

SCHEDULE: Terrorism Premium (Certified Acts): \$ 1,091

A. Disclosure of Premium

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

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

ENDORSEMENT



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

Notice includes copyrighted material of Insurance Services Office, Inc. with its permission.

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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

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

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

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

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

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