



StarStone National Insurance Company

Following Form Excess Liability
Insurance Policy

Company Address:

Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
(201) 743-7700
www.starstone.com

To Report a Claim:

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Send an email to: claims@starstone.com

To File a Complaint

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Contact your State Director of Insurance

FACTS

WHAT DOES STARSTONE NATIONAL INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, name, address, property description, date of birth, driver's license number, phone number, e-mail address, and employment information;
- Policy coverages, premiums, payment history, and loss and/or claim history;
- Income, asset, and credit history;
- Motor vehicle reports, claim reports, demographic data, and medical information and history.

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons StarStone National Insurance Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does StarStone National Insurance Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 844-722-7827

Who we are

Who is providing this notice?	StarStone National Insurance Company
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What we do

How does StarStone National Insurance Company protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings.</p> <p>Also, we only allow employees, authorized service providers and other parties as required or permitted by law to access your information.</p>
How does StarStone National Insurance Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Apply for insurance, pay insurance premiums or file an insurance claim; ▪ Give us your income information or provide employment information; ▪ Provide your mortgage information; ▪ Pay us by check; or ▪ Provide account information or give us your contact information. <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit sharing:</p> <ul style="list-style-type: none"> ▪ between affiliates' for everyday business purposes—(e.g. information about your creditworthiness); ▪ Between affiliates to market to you; or ▪ With nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Please visit www.corespecialty.com for information regarding StarStone National Insurance Company's affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ StarStone National Insurance Company does not share with nonaffiliates.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include managing general agents.

Other important information

You have a right to see personal information collected about you and the right to correct any information, which may be wrong, by writing to us at the following address: StarStone National Insurance Company, 201 E. Fifth Street, Suite 1200, Cincinnati, OH 45202

Nevada Residents: You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

Residents of California: We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law. If you would like additional information about the collection and disclosure of customer information, please contact your agent. You may also act upon your right to see and correct any customer information in your files by writing your agent to request this access.



Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
Tel: 201 743 7700
Fax: 201 743 7701
www.starstone.com
[Report claims to:
claims@starstone.com](mailto:claims@starstone.com)

STARSTONE NATIONAL INSURANCE COMPANY
HOME OFFICE: WILMINGTON DELAWARE
FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

4/24/2023 11:15:49 AM

POLICY NO.: 85304S230ALI

RENEWAL OF: NEW

ITEM 1. (a) NAMED INSURED: 2140 Investments LLC
(b) ADDRESS: 2630 W Townley Avenue
Phoenix , AZ 85021

ITEM 2. POLICY PERIOD: From: 04/27/2023 To:04/27/2024
(12:01 A.M. prevailing time at the address stated in **Item 1.** above)

ITEM 3. RETROACTIVE DATE: Not Applicable

ITEM 4. COVERAGE: Following Form Excess Liability

ITEM 5.	LIMITS OF LIABILITY:	\$5,000,000	Per Occurrence
		\$5,000,000	Other Aggregate
		\$5,000,000	Products/Completed Operations Aggregate

Excess of Total Limits in **Item 6.** below

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:
See Schedule of Followed Policies and Limits

ITEM 7. FOLLOWED POLICY:
See Schedule of Followed Policies and Limits



Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
Tel: 201 743 7700
Fax: 201 743 7701

www.starstone.com
[Report claims to:
claims@starstone.com](mailto:claims@starstone.com)

STARSTONE NATIONAL INSURANCE COMPANY

HOME OFFICE: WILMINGTON DELAWARE

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

- ITEM 8.** (a) PREMIUM: \$3,350
\$34 Additional TRIPRA Premium
- (b) MINIMUM EARNED PREMIUM: \$0

ITEM 9. NOTICES TO THE INSURER:

- (a) All notices of Occurrence or Claim: Claim Department
(b) All other notices: Underwriting Department
At the address and numbers shown at the top of the Declarations Page.

- ITEM 10.** POLICY FORM: SSN EXS 0001 CW 03 16 together with endorsements as per attached form SSN EXS 0004 CW 03 16 Schedule of Endorsements:

Authorized Representative

Date of Issue: 04/24/2023

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

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

Throughout this policy the words “you” and “your” refer to the Named Insured. The words “we”, “us” and “our” refer to StarStone National Insurance Company, the company providing this insurance.

The word Insured means any person or organization qualifying as such in the **Followed Policy** but only to the extent which such Insured qualifies for coverage in the **Followed Policy**.

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

SECTION I. - COVERAGE

- A. We will pay on behalf of the Insured the sums in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations that the Insured becomes legally obligated to pay as damages.
- B. This Policy applies only to damages covered by the **Followed Policy** as shown in **Item 7.** of the Declarations. Except as otherwise provided by this Policy, the coverage follows the definitions, terms, conditions, limitations and exclusions of the **Followed Policy** in effect at the inception of this Policy.
- C. This Policy applies only to damages arising out of any claim or of any occurrence likely to give rise to a claim, of which no **Responsible Insured** was aware prior to the Inception Date set forth in **Item 2.** of the Declarations, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.
- D. Notwithstanding **A.**, **B.** and **C.** above, in no event will this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:
 - 1. Liberalization clause;
 - 2. Crisis Management or Crisis Response endorsement; or
 - 3. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.
- E. The amount we will pay for damages is limited as described in **SECTION II. – LIMITS OF LIABILITY.**

If we are prevented by law from paying on behalf of the Insured, we will indemnify you for damages covered under the terms of the Policy, which you become legally obligated to pay.

SECTION II. - LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations.
2. If our Limits of Liability stated in **Item 5.** of the Declarations are less than the total Limits of Liability stated in **Item 5.**, the limits of our liability shall be that proportion of all damages which our Limits of Liability bear to the total Limits of Liability in **Item 5.** and which is in excess of the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations.
3. Subject to Paragraph **B.2.** above, the Per Occurrence Limit stated in **Item 5.** of the Declarations is the most we will pay for all damages arising out of any one occurrence to which this Policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all damages during our policy period under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Other Aggregate is the most we will pay for all damages, except for damages covered under the products-completed operations hazard, that are subject to an aggregate limit provided by the **Followed Policy**. The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the **Followed Policy**.
6. Subject to Paragraphs **B.2.**, **B.3.**, **B.4.** **B.5.** above, if the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations are reduced or exhausted solely by payment of damages to which this Policy applies, such insurance provided by this Policy will apply in excess of the reduced Limits of Underlying Policies, or if all Limits of Underlying Policies are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the **Followed Policy**, except for the terms, conditions, definitions and exclusions of this Policy.
7. This Policy will not apply in excess of any reduced or exhausted Limits of Underlying Policies to the extent such reduction or exhaustion is caused by payment of damages that are not covered under this Policy. This provision applies whether the lack of coverage under this Policy arises:
 - a. From a difference between the terms, conditions, definitions and exclusions of this Policy and the **Underlying Policies**; or
 - b. From injury or damage occurring outside the coverage period of this Policy.
8. Defense costs to which this Policy applies shall not reduce the Limits of Liability of this Policy, except to the extent defense costs reduce the limits of liability of the **Followed Policy** or **Underlying Policies**.
9. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining our Limits of Liability.

SECTION III. – DEFENSE

- A.** We will not be required to assume charge of the investigation of any claim or defense of any suit against an Insured.
- B.** We will have the right, but not the duty, to be associated with an Insured or underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this Policy.
- C.** If all Limits of Underlying Policies stated in **Item 6.** of the Declarations are exhausted solely by payment of damages, we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit, which in our opinion may give rise to a payment under this Policy. We may, however, withdraw from the defense of such suit and tender the continued defense to an Insured if our applicable Limit of Liability stated in **Item 5.** of the Declarations are exhausted by payment of damages.
- D.** If we exercise our rights under Paragraphs **B.** or **C.** above, we will do so at our own expense, and any such payments will not reduce the Limits of Liability provided by this Policy, unless such payments reduce the Limits of Underlying Policies. If defense payments reduce the Limits of Underlying Policies, they will also reduce the Limits of Liability provided by this Policy.

SECTION IV. - EXCLUSIONS

This Policy does not apply to any liability, damage, loss, cost or expense:

A. ASBESTOS

Arising out of:

- 1.** The manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;
- 2.** Any obligation of an Insured to indemnify any party because of damages arising out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or
- 3.** Any obligation to defend any suit or claim against an Insured that seeks damages if such suit or claim arises as the result of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

B. LAWS VARIOUS

Imposed on an Insured, or an Insured's insurer:

1. Under any of the following laws: Uninsured motorists, Underinsured motorists, Auto no-fault laws or other first party personal injury laws, or medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.
2. For any obligation of an Insured under any workers compensation, disability benefits or unemployment compensation law or any similar law.
3. For any obligations incurred or imposed upon an Insured (or which are imputed to an Insured) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof.

C. NUCLEAR

1. With respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. The Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Bodily injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. The **nuclear material**:
 - 1) Is at any **nuclear facility** owned by, or operated by or on behalf of, an Insured; or
 - 2) Has been discharged or dispersed therefrom;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - c. The bodily injury or **nuclear property damage** arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Sub-paragraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

D. POLLUTION LIABILITY

1. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
2. Arising out of pollution cost or expense.

However, if insurance for bodily injury or property damage for such discharge, dispersal, seepage, migration, release or escape of pollutants, or pollution cost or expense, is provided by the **Underlying Policies**:

1. This exclusion shall not apply; and
2. The insurance provided by this Policy will not be broader than the insurance coverage provided by the **Underlying Policies**.

E. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

- A. Executive Officer** means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.
- B. Followed Policy** means the policy listed in **Item 7.** of the Declarations of this Policy.
- C. Responsible Insured** means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.
- D. Underlying Policies** means those policies that comprise the Total Limits of Underlying Policies scheduled in **Item 6.** of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

SECTION VI. – CONDITIONS

A. BANKRUPTCY OR INSOLVENCY

1. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such underlying insurance, but will apply as if all the limits of any underlying insurance is fully available and collectible.

B. CANCELLATION

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to be effective.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in **Item 1.** of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of the cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

C. CHANGES IN FOLLOWED POLICIES

If during the policy period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, you will give us, as soon as practicable, written notice of the full particulars of such changes. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that we agree to follow such changes in writing and you agree to any additional premium or amendment of the provisions of this Policy required by us relating to such changes. Such change in coverage is conditioned upon your payment when due of any additional premium required by us relating to such changes.

D. COVERAGE TERRITORY

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a claim or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full 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 the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

E. MAINTENANCE OF UNDERLYING INSURANCE

During the period of this Policy, you agree:

1. To keep the policies making up the Total Limits of Underlying Policies in **Item 6.** of the Declarations in full force and effect;
2. That the limits of insurance of the **Underlying Policies** will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for damages covered by **Underlying Policies**;
3. **Underlying Policies** may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any **Underlying Policies**;
4. Renewals or replacements of the **Followed Policy** will not be materially changed without our agreement.

Your failure to comply with these requirements will not invalidate this Policy, but in the event of such failure, we will only be liable to the same extent as if there had been full compliance with these requirements.

F. PAYMENT OF PREMIUM

The first Named Insured listed in **Item 1.** of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy, and for the receipt of any premium refund that may become payable under this Policy.

G. REQUIRED NOTICES TO INSURER BY INSURED

1. Notice of Occurrence, Offense, Claim or Loss

- a. You or an Insured shall give written notice as soon as practicable to us of any occurrence, offense, claim or suit likely to involve this Policy.
- b. Without limiting the requirements of paragraph **a.** above, you or an Insured shall separately, and as soon as practicable, give written notice to us when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by you or an Insured or Underlying Insurers to a level of fifty percent (50%) or more of the Underlying Aggregate Limit.

2. Notice Regarding Material Change

You shall give written notice to us of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

With respect to the Notice required in Paragraphs **1.** and **2.** of this Condition **G.**, notice to an Underlying Insurer shall not constitute notice to us. Notice under this Policy shall be given to us at the appropriate address set forth in **Item 9.** of the Declarations of this Policy.

H. RESTRICTIVE AS UNDERLYING

Notwithstanding any provision to the contrary in this Policy, including, without limitation, **SECTION I. – COVERAGE** of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the “Intervening Policy”) contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

I. SERVICE OF SUIT

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a duly authorized agent of the Insurer.



President



Secretary

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	1
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SCHEDULE OF ENDORSEMENTS

FORM NO.:

SNICPRI

SSNEXS0010CW

SSNEXS0183CW

SSNEXS0028AZ

SSNEXS0032CW

SSNEXS0042CW

SSNEXS0051CW

SSNEXS0061CW

SSNML0002CW

SSNEXS0067CW

SSNEXS0187CW

SSNEXS0188CW

SSNEXS0080CW

SSNEXS0082CW

SSNEXS0122CW

SSNEXS0129CW

SSNEXS0166CW

SSNEXS0306CW

SSNML0001CW

SSNEXS1011CW

ENDORSEMENT NAME:

SNIC PRIVACY NOTICE 8-22

ABUSE OR MOLESTATION EXCLUSION

AUTO COVERAGE - EXCLUSION OF
TERRORISM

CANCELLATION AND NONRENEWAL -
ARIZONA CHANGES

COMMUNICABLE DISEASES EXCLUSION

CROSS LIABILITY EXCLUSION - BROAD
FORM

DESIGNATED EXPOSURES EXCLUSION

DIRECTORS AND OFFICERS LIABILITY
EXCLUSION

DISCLOSURE PURSUANT TO TERRORISM
RISK INSURANCE ACT

EMPLOYMENT DISCRIMINATION AND
EMPLOYMENT "RELATED PRACTICES
EXCLUSION

EXCLUSION OF OTHER ACTS OF
TERRORISM COMMITTED OUTSIDE THE
UNITED STATES; CAP ON LOSSES FROM
CERTIFIED ACTS OF TERRORISM

EXCLUSION OF PUNITIVE DAMAGES
RELATED TO A CERTIFIED ACT OF
TERRORISM

FUNGI OR BACTERIA EXCLUSION

GENERAL ENDORSEMENT

PENDING AND PRIOR LITIGATION AND
KNOWN LOSSES EXCLUSION

POLLUTION EXCLUSION (WITH HOSTILE
FIRE EXCEPTION)

SILICA EXCLUSION

HUMAN TRAFFICKING EXCLUSION

TERRORISM QUOTE PREMIUM

DISCLOSURE

DEFINITION OF INSURED AND
AMENDMENT OF CANCELLATION
PROVISION

STARSTONE NATIONAL INSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

As used in this Exclusion C.:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - 1) Separating the isotopes of uranium or plutonium;
 - 2) Processing or utilizing **spent fuel**; or
 - 3) Handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property.
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material:
 - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - c. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	3
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF
UNDERLYING POLICIES**

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES and **ITEM 7.** FOLLOWED POLICY of the DECLARATIONS are amended to read as follows:

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:

\$1,000,000	Per Occurrence
\$2,000,000	Other Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

ITEM 7. FOLLOWED POLICIES:

Company:	AmTrust
Policy Number:	On file with company
Coverage:	COMMERCIAL GENERAL LIABILITY
Policy Period:	04/27/2023 to 04/29/2024
Limits of Liability:	
\$1,000,000	Per Occurrence
\$2,000,000	Other Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	4
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

ABUSE OR MOLESTATION EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom the Insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	5
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

AUTO COVERAGE – EXCLUSION OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The provisions of this endorsement:

1. Apply only to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added and applies under this endorsement wherever the term terrorism is in bold text:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for liability, damage, loss, cost or expense caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any liability, damage, loss, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. ***But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:***

1. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Policy.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	6
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CANCELLATION AND NONRENEWAL - ARIZONA CHANGES

The Policy is amended as follows:

A. The following is added to Paragraph B. CANCELLATION of SECTION VI. - CONDITIONS:

Cancellation Of Policies In Effect For 60 Days Or More

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

1. Nonpayment of premium;
2. Your conviction of a crime arising out of acts increasing the hazard insured against;
3. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
4. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
5. Substantial breach of contractual duties or conditions;
6. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
7. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
8. Acts or omissions by you or your representative which materially increase the hazard insured against.

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

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
2. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. SECTION VI. – CONDITIONS is amended to include the following conditions:

NONRENEWAL

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

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - a. We or a company within the same insurance group has offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or agreed in writing to do so.

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:
 - a. Increase in premium;
 - b. Change in deductible;
 - c. Reduction in limits of insurance; or
 - d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the Policy.
2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this Policy, the following procedures apply:
 - a. The present policy will remain in effect until the earlier of the following:
 - (1) 60 days after the date of mailing or delivery of the notice; or
 - (2) The effective date of replacement coverage obtained by the first Named Insured.
 - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
 - (1) The rates applicable to the terminated policy; or
 - (2) The rates presently in effect.
 - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	7
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

COMMUNICABLE DISEASES EXCLUSION

The Policy is amended as follows:

A. SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of, caused by or related to any **communicable disease**, including any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Communicable disease means a disease or infection that may be transmitted directly or indirectly from one individual to another.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	8
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CROSS LIABILITY EXCLUSION – BROAD FORM

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any actual or alleged liability, damage, loss, cost or expense to:

1. Any business enterprise in which any Insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any Insured;
2. Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in 1.;
3. A present, former, future or prospective partner, officer, director, stockholder or employee of any Insured;
4. Any Insured; or
5. The spouse, child, parent or sibling of any of the above as a consequence of 1., 2., 3. or 4.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	9
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DESIGNATED EXPOSURES EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of exposures that are designated in the Schedule below:

SCHEDULE

Designated exposures:

The loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the **Internet**; or

Injury or damage to any computer hardware, computer system, computer network, or the **Internet** as a result of 1. above.

As used in this endorsement, **Internet** shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the **Internet**, an intranet, an extranet or a virtual public network.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	10
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

The Policy is amended as follows:

A. SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising from any **Wrongful act** of any director or officer of the Insured in the discharge or performance of their duties as such.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Wrongful Act means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

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.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	11
Endorsement Effective Date:	04/27/2023

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 34 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s): Following Form Excess Liability Insurance Policy Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses: 80% (Refer to Paragraph B of this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

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

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 a percentage (as shown in Part II of the Schedule of this endorsement) 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	12
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**EMPLOYMENT DISCRIMINATION AND EMPLOYMENT – RELATED
PRACTICES EXCLUSION**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, defense costs, fines or damages which arise out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions;
4. Consequential bodily injury or personal injury as a result of **1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in another capacity and to any obligation of the Insured to share damages with or to repay someone else who must pay damages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	13
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

SCHEDULE

Certified Acts of Terrorism Retained Amount	\$1,000,000
----------------------------------------------------	--------------------

- A.** Coverage provided by this Policy for damages arising out of a **Certified Act of Terrorism** applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph **B.** below.

- B. SECTION II. – LIMITS OF LIABILITY,** is amended to include the following:

The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, **Underlying Policies**, or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to damages arising out of a **Certified Act of Terrorism** covered under this Policy:
and
2. Separately to each **Certified Act of Terrorism**.

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

- C. SECTION IV. – EXCLUSIONS,** is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense:

TERRORISM

Arising, directly or indirectly, out of an **Other Act of Terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

D. SECTION V. – DEFINITIONS, is amended to include the following definitions:

1. **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:
 - a. 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;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. 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.
2. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- E. In the event of an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.
- F. 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	14
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF
TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a **Certified Act of Terrorism** that are awarded as punitive damages.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

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, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	15
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

FUNGI OR BACTERIA EXCLUSION

The Policy is amended as follows:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, **fungi** or bacteria, by any Insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a food product intended for consumption.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

GENERAL ENDORSEMENT

The Policy is amended as follows:

It is agreed that Item. 1.(b) is amended by adding the following additional mailing address:

ITEM 1. (b) 2140 W Greenway Road
Phoenix , AZ, 85023

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	17
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of any claim, suit, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this Policy, as well as all future liability, damage, loss, cost or expense arising out of said pending or prior litigation; or
2. Any bodily injury, property damage, personal injury, advertising injury, or any other injury or damage of which any Insured had knowledge prior to the effective date of this Policy.

This exclusion applies whether or not:

- a. Damages continue or progress during this policy period; or
- b. Ultimate liability for the final amount of damages, loss, cost or expense has been established.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	18
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**POLLUTION EXCLUSION
(WITH HOSTILE FIRE EXCEPTION)**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, exclusion **D. POLLUTION LIABILITY**, is deleted in its entirety and replaced with the following exclusion:

This Policy does not apply to:

D. POLLUTION LIABILITY

1. Any liability, damage, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
 - b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom any Insured may be legally responsible;
 - d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
 - 1) If the pollutants are brought on or to the premises, site or location in connection with such operations by any Insured or such contractor or subcontractor; or
 - 2) If the operations are the test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

Sub-paragraphs **1.a.** and **1.d.1)** do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

As used in this exclusion, a **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

- e. If the liability, damage, loss, cost or expense is included within the products-completed operations hazard;

- f. That are, or that are contained in any property that is:
 - 1) Being transported or towed by, or handled for movement into, onto or from, the covered auto;
 - 2) Otherwise in the course of transit by or on behalf of any Insured; or
 - 3) Being stored, disposed of, related or processed in or upon the covered auto.
 - g. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by any Insured for movement into or onto the covered auto; or
 - h. After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by any Insured.
2. Pollution cost or expense.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	2140 Investments LLC
Policy No:	85304S230ALI
Endorsement No:	19
Endorsement Effective Date:	04/27/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SILICA EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
2. Any liability, damage, loss, cost or expense arising from or related to:
 - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph 1. above;
 - b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph 1. above; and
 - c. Any fines or penalties imposed because of events described in Paragraph 1. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.