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**This Declaration Page is attached to and forms part of certificate provisions (Form SLC-3).**

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Previous No. Authority Ref. No. 051835 Certificate No.

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**TENANT DISCRIMINATION, HARASSMENT AND WRONGFUL EVICTION LIABILITY COVERAGE  
THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS. IT COVERS ONLY CLAIMS FIRST  
MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO  
UNDERWRITERS NO LATER THAN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE  
POLICY.**

Item A. **Named Insured:**

Principal Address:

Item B. **Policy Period:**

to

both days at 12:01 a.m. standard time at the principal address stated in Item A.

Item C. **Limits and Retention:**

- a) Limits of Liability: \$each **Claim** and in the aggregate
- b) Retention: \$each **Claim**
- c) Co-Payment: % is your portion of participation for each and every Claim.

Item D. **Prior and Pending Date:**

Item E. **Premium:**

3% California State Tax \$ 0.00  
0.225% Stamping Fee \$ 0.00

Item F. **Notification under the Certificate shall be given to:**

NAS Insurance Services, Inc.  
16501 Ventura Blvd., Suite 200  
Encino, CA 91436  
(818) 382-2030

Item G. Policy form **P1835-0605** and Application form **TDI 03APP/TDLI-RENAPP03**, dated XX, 2005 are hereby attached and made a part of this policy. **Wherever in any of the forms, clauses or conditions of this insurance the word "Policy" appears, this shall be deemed to be "Certificate"**. Form Numbers of Endorsements attached at policy issuance: E1835A-0904, E1835B-0904  
**Insurance is effected with certain UNDERWRITERS AT LLOYD'S, LONDON (100%)**

Item H. **Service of Suit:**

Mendes & Mount, LLP  
725 S. Figueroa Street, 19<sup>th</sup> Floor  
Los Angeles, CA 90017-5419

**Dated**

**NAS INSURANCE SERVICES, INC.**

By:

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Correspondent

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## TENANT DISCRIMINATION, HARASSMENT AND WRONGFUL EVICTION LIABILITY COVERAGE

### TERMS AND CONDITIONS

In consideration of the payment of premium, in reliance on the statements in the Application and subject to all of the provisions of the Policy, Underwriters and the **Insureds** agree as follows:

#### A. INSURING CLAUSE

Underwriters shall pay on behalf of the **Insureds** the **Loss** resulting from any **Claim** first made during the **Policy Period** for a **Wrongful Act**.

#### B. DEFINITIONS

The following terms, whenever used in boldface type, shall have the meanings indicated.

1. **Application** means:
  - a) the **Application** for this Policy or any policy of which this Policy is a renewal, and
  - b) any materials submitted therewith, which shall be retained on file by Underwriters and shall be deemed attached hereto, as if physically attached hereto.
2. **Claim** means:
  - a) any written demand for damages or other relief against any of the **Insureds** arising out of a **Wrongful Act(s)** related to a **Covered Property**; and
  - b) any judicial, administrative or arbitration proceeding initiated against any of the **Insureds** in which the **Insured** may be subjected to a binding adjudication of liability for damages or other relief arising out of a **Wrongful Act(s)** related to a **Covered Property**.

A **Claim** is deemed first made when it is received by an **Insured**.
3. **Costs, Charges and Expenses** means reasonable and necessary legal fees and expenses incurred in defense of any **Claim** and cost of attachment or similar bonds, but shall not include:
  - a) salaries, wages, overhead or benefit expenses associated with officers or **Employees** of the **Insured Organization**, or
  - b) any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
4. **Covered Property** shall mean any entity listed on the attached Schedule A and any entity as described in Condition K.
5. **Discrimination** means the taking of any adverse or differential action against your tenant, legal occupant or any non-**Employee** because of race, color, religion, age, sex, disability, pregnancy, sexual orientation or national origin, or any other basis prohibited by federal, state or local law.
6. **Employees** means all persons who were, now are or shall be individuals whose labor or service is engaged by and directed by the **Insured Organization**. This includes volunteers, part-time, seasonal, temporary and leased **Employees**,

Independent contractors and persons who are leased to another employer are not **Employees**.

7. **Harassment** means unwelcome advances, requests for favors or other verbal or physical conduct of either a sexual or non-sexual nature by an **Insured**. **Harassment** includes allegations of assault and battery but only if such allegations are related to a **Claim** of sexual harassment.
8. **Interrelated Wrongful Acts** mean more than one **Wrongful Act** that has as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
9. **Insureds** means the **Insured Organization** and any **Insured Persons**.
10. **Insured Organization** means:
  - a) the **Named Insured**; and
  - b) any **Subsidiary**; and
  - c) any **Covered Property**.

However **Insured Organization** shall not include any governmental entity of any kind regardless of its relationship to any **Insured**.

11. **Insured Persons** means all persons who were, now are or shall be:
  - a) the duly elected or appointed directors and officers of the **Insured Organization**,
  - b) the owners and managers of **Covered Properties**, including all partners, co-venturers and stockholders but only for the acts of the **Named Insured** and/or **Subsidiary**,
  - c) any **Employees**, and
  - d) the functional equivalent of directors, officers and **Employees** in the event the **Insured Organization** is incorporated or domiciled outside the United States, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

However **Insured Persons** shall not include any governmental entity of any kind regardless of its relationship to any **Insured**.

12. **Loss** means damages, including compensatory damages; judgments (including prejudgment and post-judgment interest awarded against an **Insured** on that part of any judgment paid or to be paid by Underwriters); settlements; statutory attorney fees; and **Costs, Charges and Expenses** excess of the Retention. **Loss** shall also include punitive, multiplied and exemplary damages where insurable under the applicable law.

**Loss** shall not include civil or criminal fines or penalties or taxes imposed by law or any other matters deemed uninsurable under the law pursuant to which this Policy shall be construed; the **Insured's** costs to modify any premises to make the premises more accessible to any disabled person; and any amounts reflecting rents, security deposits or any expenses paid to an **Insured**.

With respect to punitive and exemplary damages, the applicable law for purposes of insurability will be the law most favorable to the **Insured** provided the most favorable law has a reasonable relationship to the **Claim**.

Law which will be deemed reasonably related includes the law:

- a) of the state where the **Insured** is incorporated or has a place of business;

- b) of the state where the **Claim** is pending; or
  - c) of the state where any **Wrongful Act** happened.
13. **Named Insured** means the entity named in Item A. of the Declarations.
14. **Optional Extension Period** means the period described in Condition J. below.
15. **Policy Period** means the period from the effective date and hour of the inception of this Policy to the Policy expiration date and hour as set forth in Item B. of the Declarations, or its earlier cancellation date and hour, if any, or the end of the **Optional Extension Period**, if purchased.
16. **Prior and Pending Date** means the date set forth in Item D. of the Declarations.
17. **Subsidiary** means any entity in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities representing the present right to vote for the election of such entity's governing body, if such entity:
- a) was so owned prior to the inception date of this Policy and was insured under a Policy issued by Underwriters of which this Policy is a renewal,
  - b) was so owned on the inception date of this Policy, or
  - c) was created or acquired after the inception date of this Policy, as described in Condition K. below.
18. **Takeover** means:
- a) the acquisition by any person or entity of more than 50% of the outstanding securities of the **Named Insured** representing the present right to vote for the election of directors, and
  - b) the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity.
19. **Wrongful Act** means means any **Discrimination, Harassment** or **Wrongful Eviction**, whether actual or alleged, but only if claimed by or on behalf of your tenant or legal occupant or by any non-**Employee**, and only if committed or allegedly committed by any of the **Insureds** in their capacity as such.
20. **Wrongful Eviction** means the act of dispossessing or attempting to dispossess an individual or individuals of real property to which such individual or individuals claim a right to occupancy.

### C. **EXCLUSIONS**

Underwriters shall not be liable to make any payment in connection with any **Claim**:

- 1. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a) any **Wrongful Act** or any fact, circumstance or situation which has been the subject to any notice given prior to the **Policy Period** under any other similar insurance policy, or
  - b) any other **Wrongful Act** which, together with a **Wrongful Act** that has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;

2. based upon, arising out of, or attributable to, liability of others assumed by any **Insured** under any contract or agreement except to the extent that any **Insured** would have been liable in the absence of the contract or agreement;
3. to the extent it is insured under any other existing valid policy, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy; provided, however, this exclusion shall not apply to the amount of **Loss** which is in excess of the amount of any deductible and the Limits of Liability of such other policy where such **Claim** is otherwise covered by this Policy;
4. against any **Subsidiary** or **Covered Property** or any of the **Insured Persons** of a **Subsidiary** or **Covered Property** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a) any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or **Covered Property**, subsequent to the date such entity ceased to be a **Subsidiary** or **Covered Property**, or
  - b) any **Wrongful Act** occurring while such entity was a **Subsidiary** or **Covered Property** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or **Covered Property**, would constitute **Interrelated Wrongful Acts**;
5. against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a) any **Wrongful Act** occurring prior to the date a property became a **Covered Property** or subsequent to the date such entity ceased to be a **Covered Property**, or
  - b) any **Wrongful Act** occurring while such property was a **Covered Property** which, together with a **Wrongful Act** occurring prior to the date such property became a **Covered Property** would constitute **Interrelated Wrongful Acts**;
6. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover** or bankruptcy;
7. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a) any prior and/or pending administrative or arbitration proceeding, demand letter or litigation received by any **Insured** as of the **Prior and Pending Date**, or
  - b) any fact, circumstance, situation, transaction or event underlying or alleged in such administrative or arbitration proceeding, demand letter or litigation,regardless of the legal theory upon which such **Claim** is predicated;
8. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** which any of the directors, officers, managers or supervisory **Employees** had knowledge of prior to the inception date of this Policy or prior to the inception date of any prior Policy of which this Policy is a renewal thereof, and which such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**;
9. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving bodily injury, sickness, disease or death of any person or injury to, conversion of, or destruction of, any tangible property or to the loss of use thereof; provided, however, that this

exclusion shall not apply, to mental anguish or emotional distress alleged in connection with a **Wrongful Act**;

10. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any asbestos or asbestos-related injury or damage; or any alleged act or omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or the use, exposure, presence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure;
11. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or other material irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the subsurface of soils, water or watercourses, objects, any tangible or intangible matter, whether sudden or not;
12. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a past, present or prospective **Employee** against any **Insured**.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insured** for the purpose of determining the applicability of the above Exclusions.

#### D. LIMITS OF LIABILITY AND RETENTIONS

1. The Underwriters shall be liable to pay **Loss** in excess of the Retention up to the Limits of Liability as stated in Item C. of the Declarations.
2. The amount shown in Item C. of the Declarations shall be the maximum aggregate Limits of Liability of Underwriters under this Policy.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
  - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made, or
  - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause E.2., below.
4. Payments of **Loss** by Underwriters shall reduce the Limits of Liability.

#### E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment, give to Underwriters written notice of any **Claim** as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period**.
2. If, during the **Policy Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** and if the **Insureds**, during the **Policy Period**, give written notice to Underwriters as soon as practicable of:
  - a) the specific **Wrongful Act**, and
  - b) the consequences which have resulted or may result there from, and
  - c) the circumstances by which the **Insureds** first become aware thereof, then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed to have been made at the time such notice was first given to Underwriters.

3. Notice to Underwriters shall be given to the firm shown under Item F. of the Declarations for this Policy.

#### F. **WARRANTY CLAUSE**

It is warranted that the particulars and statements contained in the Application, a copy of which is attached hereto, are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy.

By acceptance of this Policy, the **Insureds** agree that Underwriters have relied upon the statements and representations contained in the **Application** for this Policy (including materials submitted thereto and, if this is a renewal **Application**, all such previous Policy **Applications** for which this Policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by Underwriters, are the basis of this Policy and are to be considered as incorporated into this Policy.

With respect to such statements and representations, no knowledge or information possessed by any **Insured Person**, except for those person or persons who executed the **Application**, shall be imputed to any other **Insured Person**. If any person who executed the **Application** knew that such statement or representation was inaccurate or incomplete, then this Policy will be void as to all **Insureds**.

#### G. **CANCELLATION CLAUSE**

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Named Insured**. Such entity may cancel this Policy by surrender thereof to Underwriters, and by mailing to Underwriters written notice stating when thereafter cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
2. This Policy may only be cancelled by Underwriters for nonpayment of premium by mailing to the **Named Insured** written notice stating when, not less than 10 days thereafter, such cancellation shall be effective. If payment is not received within the 10 day period then this Policy will be cancelled ab initio meaning coverage is null and void. The mailing of such notice shall be sufficient notice. Delivery of such written notice by Underwriters shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder.
3. If this Policy is cancelled by the **Named Insured**, Underwriters shall retain the short rate proportion of the premium hereon. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation.

#### H. **SPOUSAL EXTENSION**

Underwriters agree to extend coverage to all persons who were, now are, or shall be the lawful spouse of any natural person who is one of the **Insureds** solely to the extent such spouse is the subject of any **Claim** because of marriage to any such natural person **Insured**.

#### I. **INSURED ORGANIZATION AUTHORIZATION CLAUSE**

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving of all notice to Underwriters, the receiving of notice from Underwriters, the payment of the premium and the receipt of any return premium.

J. **OPTIONAL EXTENSION PERIOD**

1. If this Policy is cancelled or non-renewed by the **Named Insured** or if Underwriters refuse to renew this Policy for reasons other than non-payment of premium or noncompliance with the terms and conditions of this Policy, then the **Named Insured** shall have the right, upon payment of an additional premium, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time elected after the effective date of such cancellation or, in the event of such refusal to renew, after the Policy's expiration date, but only with respect to any **Wrongful Act** committed before such date.  
Options:  
12 months for 125% of the premium for the **Policy Period**, or  
24 months for 180% of the premium for the **Policy Period**, or  
36 months for 200% of the premium for the **Policy Period**.
2. The quotation of a different premium, Retention or Limits of Liability for renewal does not constitute a cancellation or refusal to renew for the purposes of this Clause.
3. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for the Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice, together with full payment of the premium for the **Optional Extension Period**, is received by Underwriters within 30 days after the effective date of cancellation, or, in the event of a refusal to renew, within 30 days after the Policy expiration date. If such notice and premium payment is not so given to Underwriters, there shall be no right to purchase the **Optional Extension Period**.
4. In the event of the purchase of the **Optional Extension Period**, the entire premium therefore shall be deemed earned at its commencement.
5. The exercise of the **Optional Extension Period** shall not in any way increase the Underwriters' Limits of Liability.

K. **COVERAGE IN THE EVENT OF CHANGES IN EXPOSURE**

1. a.) If, after the inception of the **Policy Period**, an **Insured Organization** creates or acquires a **Subsidiary**, the **Subsidiary** shall be an **Insured Organization**, but only with respects to **Wrongful Acts** committed, attempted or allegedly committed or attempted, after the creation or acquisition of the **Subsidiary**. Written notice of such event shall be given to Underwriters within 45 days of the event together with such information as Underwriters may require. There may be an additional premium charged, which must be paid in order for coverage for the new **Subsidiary** to continue beyond the initial 45 day period.  
b) If, after the inception of the **Policy Period**, an **Insured** sells a **Subsidiary**, that **Subsidiary** shall be an **Insured Organization**, but only with respect to **Wrongful Acts** committed, attempted or allegedly committed or attempted, before such date. Written notice of such change shall be given to Underwriters within 45 days of the change. There will be no return premium.
2. a) If, after the inception of the **Policy**, an **Insured** acquires a property, either through ownership or management which is not listed on the attached Schedule, the property shall be a **Covered Property**, but only with respect to **Wrongful Acts** committed, attempted or allegedly committed or attempted, after the acquisition of the property. Written notice of such acquisition shall be given to Underwriters within 45 days of the acquisition together with such information as Underwriter may require. There may be an additional premium charged, which must be paid in order for coverage for the new **Covered Property** to continue beyond the initial 45 day period.



b) If, after the inception of the **Policy Period**, an **Insured** sells or ceases to manage a property listed on the attached Schedule, that property shall be a **Covered Property**, but only with respect to **Wrongful Acts** committed, attempted or allegedly committed or attempted, before such date. Written notice of such change shall be given to Underwriters within 45 days of the change. There will be no return premium.

#### L. **RUN-OFF COVERAGE**

1. In the event of bankruptcy or **Takeover** of the **Named Insured**, this Policy will continue until its natural expiration date as set forth in Item B. of the Declarations but only with respect to any **Wrongful Act** committed before the date of bankruptcy or the **Takeover**. After such event, the Policy may not be canceled, regardless of Condition G.1., and the entire premium for the Policy will be deemed fully earned. Bankruptcy or insolvency of any **Insured** shall not relieve either party of their obligations under this Policy.
2. In the event of a **Takeover** of the **Named Insured**:
  - a) The **Named Insured** is required to give written notice to Underwriters within 45 days of such event. If such notice is not given to Underwriters, there shall be no right to purchase any option of coverage as described in L. 2. b).
  - b) The **Named Insured** shall have the right and option, upon payment of an additional premium, less any pro rata unearned premium, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time elected after the effective date of the **Takeover**, but only with respect to any **Wrongful Act** committed before such date.  
Options:  
12 months for 125% of the premium for the **Policy Period**, or  
36 months for 200% of the premium for the **Policy Period**, or  
72 months for 300% of the premium for the **Policy Period**.
  - c) The right to purchase this extension of coverage shall terminate unless written notice of the request to purchase this extension of coverage together with full payment of the premium is received by Underwriters within 30 days after the expiration date, as set forth in Item B. of the Declarations above. If such notice and premium payment is not given to Underwriters, there shall be no right to purchase this extension of coverage
  - d) If this extension of coverage is elected and purchased, then:
    - i) Clause G.1.above, is deleted in its entirety, and
    - ii) Clause J. above, is deleted in its entirety, and
    - iii) the maximum aggregate **Limits of Liability** of Underwriters under this Policy for this extension of coverage shall be the amount shown in Item C. of the Declarations.

#### M. **ALLOCATION**

In the event any of the **Insureds** in a **Claim** incur both **Loss** that is covered by the Policy and also loss which is not covered by this Policy, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then coverage will be allocated as follows:

1. 100% of **Costs, Charges and Expenses** incurred by such **Insureds** on account of such **Claim** will be allocated as covered **Loss**, and

2. any remaining loss incurred by such **Insureds** on account of such **Claim** will be allocated by the parties between covered **Loss** and uncovered loss using all reasonable efforts based upon the legal liabilities of each of the parties to such matters.

**N. ARBITRATION**

Any dispute between the **Insureds** and Underwriters arising in connection with or relating to this Policy shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (“AAA”) then in effect, except that the arbitration panel shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by Underwriters, and a third independent arbitrator selected by the first two arbitrators. The **Insured** and Underwriters shall share equally in the cost of arbitration.

**O. SETTLEMENTS AND DEFENSE**

1. No settlement shall be made or negotiated and no **Costs, Charges and Expenses** shall be incurred without Underwriters’ consent, such consent not to be unreasonably withheld. We have the right to investigate and settle any **Claim** in the manner and to the extent that we believe is proper, however, we will not settle any **Claim** or pay any **Loss** without your consent. If you refuse to consent to any settlement recommended by us or our representatives and you elect to contest or continue any legal proceedings, then our liability shall not exceed the amount for which we could have settled the **Claim** plus **Costs, Charges and Expenses** incurred as of the date you withheld consent to such settlement.
2. Underwriters shall have the right and duty to defend any **Claim** and such right and duty shall exist even if any of the allegations are groundless, false or fraudulent. **Costs, Charges and Expenses** incurred by Underwriters, shall be paid by Underwriters as a part of, and not in addition to, Underwriters’ Limits of Liability set forth in Item C. of the Declarations. **Costs, Charges and Expenses** are in excess of the Retention.
3. Underwriters will have no obligation to pay **Loss**, including **Costs, Charges and Expenses** or to defend, or continue to defend, any **Claim** after the Limits of Liability as set forth in the Declarations, has been exhausted by payment of **Loss**.

**P. TERRITORY**

This Policy applies to **Claims** brought anywhere in the world.

**Q. ASSISTANCE, COOPERATION AND SUBROGATION**

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters reasonably may request, and they further agree that they shall not take any action which in any way increases Underwriters’ exposure under the Policy.

In the event of any payments under this Policy, Underwriters shall be subrogated to the **Insureds**’ rights of recovery therefore against any person or entity. The **Insureds**’ shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

**R. ASSIGNMENTS AND ACTIONS AGAINST UNDERWRITERS**

No action shall lie against Underwriters unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insureds**’ obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Underwriters. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

Assignment of interest under this Policy shall not bind Underwriters unless their consent is endorsed hereon.

**S. ENTIRE AGREEMENT**

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Underwriters or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms be deemed waived or changed except by written endorsement or rider issued by Underwriters to form part of this Policy.

**T. SERVICE OF SUIT**

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of any person or entity insured hereunder, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be deemed to constitute a waiver of Underwriters' right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court, as permitted by the laws of the United States or of any state, territory, or district in the United States. It is further agreed that service of process in such suit may be made upon Mendes and Mount and that in such suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named party is authorized and directed to accept service on behalf of Underwriters in any such suit upon the request of any person or entity to enter a general appearance on behalf of Underwriters in the event such a suit shall be instituted.

Further, pursuant to the applicable statute of any state, territory or district of the United States, Underwriters shall designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute or any successor in office, as Underwriters' true and lawful attorney, upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any person or entity insured hereunder or any beneficiary hereunder arising out of this Policy, and hereby designate Mendes and Mount as the party to whom such officer is authorized to mail such process.

**NAS Insurance Services, Inc.**

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

**On behalf of the Underwriters  
providing this insurance.**