BERKLEY INSURANCE COMPANY

Per Project Primary Limits Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Declarations, Item 3, Limits of Liability, is amended by adding the following additional limit:

    3C. Per Project Primary Aggregate $<<xxx,xxx>>

It is further agreed that Policy section VII. Conditions, E. Limits of Liability is deleted and replaced with the following:

E. Limits of Liability
1. The Limits of Liability shown in Item 3 of the Declarations and described below are the most we will pay regardless of the number of **Insureds**, **Claims**, individuals or entities making **Claims**.
2. The Per Project Primary Aggregate Limit in Item 3C. of the Declarations and shown above, shall be available for and apply:
   a. to **Damages** and **Claim Expenses** for all **Claims** and related **Wrongful Acts** arising from any single "Project",
   b. subject to the Deductibles shown in Declarations, Item 4, and
   c. to each "Project", even if the Limits in Declarations Items 3A and 3B are exhausted.
3. The each **Claim** limit shown in Item 3A of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** arising out of any single **Claim,** regardless of how many Insuring Agreements may apply to such **Claim**. Two or more **Claims** considered a single **Claim** shall together be subject to the each **Claim** limit shown in Item 3A of the Declarations.
4. The **Policy Year** Aggregate limit shown in Item 3B of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** for all **Claims** and related **Wrongful Acts**, made and reported during each **Policy Year,** arising from all Projects for which the sum of all **Damages** and **Claim Expenses** arising from such Projects exceed the Per Project Primary Aggregate Limit.
5. The payment of **Damages** and **Claim Expenses** for all **Claims** and related **Wrongful Acts** arising from a Project for which the sum of all **Damages** and **Claim Expenses** exceeds the Per Project Primary Aggregate Limit will reduce the Limits in Declarations Item 3A and 3B in the amount of the sum of all **Damages** and **Claim Expenses** for that Project. For such **Damages** and **Claim Expenses**, the Per Project Primary Aggregate Limit in Declarations Item 3C is included within the Limits in Declarations Items 3A and 3B. The payment of **Damages** and **Claim Expenses** for a Project for which the sum of all **Damages** and **Claim Expenses** do not exceed the Per Project Primary Aggregate Limit will not reduce the Limits in Declarations Items 3A and 3B.

    For purposes of this endorsement only, "Project" means your scope of services as defined in a single **Contract**, including all revisions, amendments, supplements, change orders and other expansions. All phases or locations of a multiple phased or location "project," including those services, phases or locations identified in a master contract, shall be considered one "Project." All uses of a design or other **Professional Services** at more than one location shall also be considered one "Project."