

IN THE SUPREME COURT OF THE STATE OF NEVADA

ZURICH AMERICAN INS. CO.,
et al.

Plaintiffs - Appellants

v.

IRONSHORE SPECIALTY INS.
CO.

Defendant - Respondent

Case No.: 81428

Electronically Filed
Nov 12 2020 10:44 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX
Volume X

William Reeves
State Bar No.: 8235
MORALES FIERRO & REEVES
600 S. Tonopah Drive, Suite 300
Las Vegas, NV 89106
Tel: 702/699-7822
Fax: 702/699-9455
Email: wreeves@mfrlegal.com

Attorneys for Appellants

Assurance Co. of America v. Ironshore Spec. Ins. Co.
Case No. 81428

Appellants' Appendix – Index

<u>Volume</u>	<u>Description</u>	<u>Page</u>
6	Amended Third Party Complaint filed in Seven Hills, Exhibit 36 in Support of Zurich's Motion for Summary Judgment	1259-1272
16-17	Answer and Third Party Complaint in the <i>Garcia</i> action dated September 30, 2010, Exhibit 98 in Support of Ironshore's Motion for Summary Judgment	3999-4021
13	Answer and Third-Party Complaint filed by William Lyon Homes, Inc. on February 18, 2011, in the <i>Stallion Mountain</i> action, Exhibit 58 in Support of Ironshore's Motion for Summary Judgment	3191-3208
1	Answer of Ironshore to First Amended Complaint filed 04/02/15	0046-0087
1	Answer of Ironshore to Second Amended Complaint filed 10/14/15	0132-0180
18	Answer of KB Home Nevada Inc. and Third-Party Complaint filed on November 23, 2010, in the <i>Sanchez</i> action, Exhibit 118 in Support of Ironshore's Motion for Summary Judgment	4272-4309
16	Answer to Complaint for Damages and Third-Party Complaint filed by D.W. Arnold, Inc. on May 31, 2013, in the <i>Clark</i> action, Exhibit 91 in Support of Ironshore's Motion for Summary Judgment	3848-3871
8-20	Appendix (Exs. 1-162) In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1955-1970 3085-3100 4071-4086
1-8	Appendix (Exs. 1-75) In Support of Zurich's Motion for Partial Summary Judgment filed 09/16/16	0211-0214
9	Burkett & Wong preliminary defects list August 1, 2008, Exhibit 8 in Support of Ironshore's Motion for Summary Judgment	2151-2154
5	Chapter 40 Notice served in Mohan, Exhibit 33 in Support of Zurich's Motion for Summary Judgment	1236-1238

20	Claim Summary Report for Cedco/ <i>Anthem</i> dated November 11, 2013 , Exhibit 142 in Support of Ironshore's Motion for Summary Judgment	4756-4762
20	Claim Summary Report for Cedco/ <i>Mohan</i> dated February 1, 2012 , Exhibit 144 in Support of Ironshore's Motion for Summary Judgment	4769-4773
20	Claim Summary Report for Cedco/ <i>Seven Hills</i> dated February 4, 2013 , Exhibit 143 in Support of Ironshore's Motion for Summary Judgment	4763-4768
20	Claim Summary Report for Champion Masonry/ <i>Marcel</i> dated August 11, 2014 , Exhibit 158 in Support of Ironshore's Motion for Summary Judgment	4880-4884
20	Claim Summary Report for Debard Plumbing/ <i>Drost</i> dated November 21, 2012 , Exhibit 145 in Support of Ironshore's Motion for Summary Judgment	4774-4778
20	Claim Summary Report for Debard Plumbing/ <i>Lino</i> dated August 26, 2014 , Exhibit 147 in Support of Ironshore's Motion for Summary Judgment	4800-4804
20	Claim Summary Report for Debard Plumbing/ <i>Wikey</i> dated December 2, 2013 , Exhibit 149 in Support of Ironshore's Motion for Summary Judgment	4837-4842
20	Claim Summary Report for JP Construction/ <i>Casallas</i> dated August 20, 2014 , Exhibit 156 in Support of Ironshore's Motion for Summary Judgment	4872-4875
20	Claim Summary Report for Laird Whipple/ <i>Bennett</i> dated September 27, 2012 , Exhibit 151 in Support of Ironshore's Motion for Summary Judgment	4845-4850
20	Claim Summary Report for PR Construction/ <i>Boyer</i> dated May 19, 2014 , Exhibit 160 in Support of Ironshore's Motion for Summary Judgment	4891-4895
20	Claim Summary Report for R.A.M.M. Corporation/ <i>Sanchez</i> dated February 25, 2013 , Exhibit 159 in Support of Ironshore's Motion for Summary Judgment	4885-4890
20	Claim Summary Report for Stewart & Sundell/ <i>Anthem</i> dated February 10, 2014 , Exhibit 153 in Support of Ironshore's Motion for Summary Judgment	4854-4859
20	Claim Summary Report for Stewart & Sundell/ <i>Stallion Mountain</i> dated July 8, 2011 , Exhibit 154 in Support of Ironshore's Motion for Summary Judgment	4860-4865

20	Claim Summary Report for Stewart & Sundell/ <i>Sun City</i> dated July 24, 2012, Exhibit 155 in Support of Ironshore's Motion for Summary Judgment	4866-4871
20	Claim Summary Report for Universal Framing/ <i>Clark</i> dated November 14, 2013, Exhibit 157 in Support of Ironshore's Motion for Summary Judgment	4876-4879
18	Close of Escrow Matrix, Exhibit 128 in Support of Ironshore's Motion for Summary Judgment	4496-4498
5	Complaint filed in Anthem, Exhibit 31 in Support of Zurich's Motion for Summary Judgment	1192-1216
7	Complaint filed in Anthem, Exhibit 56 in Support of Zurich's Motion for Summary Judgment	1597-1621
6-7	Complaint filed in Bennett, Exhibit 52 in Support of Zurich's Motion for Summary Judgment	1499-1534
6	Complaint filed in Casallas, Exhibit 50 in Support of Zurich's Motion for Summary Judgment	1456-1479
7-8	Complaint filed in Clark, Exhibit 62 in Support of Zurich's Motion for Summary Judgment	1717-1753
6	Complaint filed in Drost, Exhibit 44 in Support of Zurich's Motion for Summary Judgment	1369-1382
6	Complaint filed in Marcel, Exhibit 42 in Support of Zurich's Motion for Summary Judgment	1341-1355
5-6	Complaint filed in Seven Hills, Exhibit 35 in Support of Zurich's Motion for Summary Judgment	1242-1258
7	Complaint filed in Stallion Mountain, Exhibit 58 in Support of Zurich's Motion for Summary Judgment	1641-1651
7	Complaint filed in Sun City, Exhibit 60 in Support of Zurich's Motion for Summary Judgment	1672-1683
6	Complaint filed in Wikey, Exhibit 48 in Support of Zurich's Motion for Summary Judgment	1427-1439
11	Complaint filed on December 29, 2011, in the Lino action, Exhibit 27 in Support of Ironshore's Motion for Summary Judgment	2588-2599
9	Complaint filed on February 3, 2011, in <i>Anthem</i> action, Exhibit 5 in Support of Ironshore's Motion for Summary Judgment	2104-2128

14	Complaint filed on January 22, 2010, in the <i>Sun City</i> action, Exhibit 66 in Support of Ironshore's Motion for Summary Judgment	3285-3296
17	Complaint filed on January 5, 2012, in the <i>Marcel</i> action, Exhibit 110 in Support of Ironshore's Motion for Summary Judgment	4121-4135
12	Complaint filed on March 3, 2008 in the <i>Bennett</i> action, Exhibit 40 in Support of Ironshore's Motion for Summary Judgment	2835-2899
16	Complaint filed on May 20, 2013, in the <i>Clark</i> action, Exhibit 90 in Support of Ironshore's Motion for Summary Judgment	3810-3847
11	Complaint filed on October 23, 2012, in the <i>Drost</i> action, Exhibit 22 in Support of Ironshore's Motion for Summary Judgment	2543-2554
13	Complaint filed on September 18, 2009, in the <i>Stallion Mountain</i> action, Exhibit 57 in Support of Ironshore's Motion for Summary Judgment	3180-3190
13	Complaint for Damages filed on February 3, 2011, in the <i>Anthem</i> action, Exhibit 52 in Support of Ironshore's Motion for Summary Judgment	3113-3137
17	Correspondence between Midlands and Ironshore dated November 1, 2012, Exhibit 106 in Support of Ironshore's Motion for Summary Judgment	4087-4090
8	Declaration of Mary Frances Nolan In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1896-1948
8	Declaration of Philip D. Witte In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1949-1954
1	Declaration of William Reeves In Support of Zurich's Motion for Partial Summary Judgment filed 09/16/16	0205-0210
8	Declaration William C. Morison In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1890-1895
5	Denial Letter (Cedco/Anthem), Exhibit 14 in Support of Zurich's Motion for Summary Judgment	1005-1017

5	Denial Letter (Cedco/Mohan), Exhibit 15 in Support of Zurich's Motion for Summary Judgment	1018-1026
5	Denial Letter (Cedco/Seven Hills), Exhibit 16 in Support of Zurich's Motion for Summary Judgment	1027-1035
5	Denial Letter (Centex Homes/Garcia), Exhibit 17 in Support of Zurich's Motion for Summary Judgment	1036-1049
5	Denial Letter (Champion Masonry/Marcel), Exhibit 18 in Support of Zurich's Motion for Summary Judgment	1050-1059
5	Denial Letter (Debard Plumbing/Drost), Exhibit 19 in Support of Zurich's Motion for Summary Judgment	1060-1072
5	Denial Letter (Debard Plumbing/Lino), Exhibit 20 in Support of Zurich's Motion for Summary Judgment	1073-1081
5	Denial Letter (Debard Plumbing/Wikey), Exhibit 21 in Support of Zurich's Motion for Summary Judgment	1082-1090
5	Denial Letter (JP Construction/Casallas), Exhibit 22 in Support of Zurich's Motion for Summary Judgment	1091-1103
5	Denial Letter (JP Construction/Casallas), Exhibit 23 in Support of Zurich's Motion for Summary Judgment	1104-1116
5	Denial Letter (Laird Whipple/Bennett), Exhibit 24 in Support of Zurich's Motion for Summary Judgment	1117-1125
5	Denial Letter (Laird Whipple/Bennett), Exhibit 25 in Support of Zurich's Motion for Summary Judgment	1126-1134
5	Denial Letter (PR Construction/Boyer), Exhibit 26 in Support of Zurich's Motion for Summary Judgment	1135-1147
5	Denial Letter (Stewart & Sundell), Exhibit 29 in Support of Zurich's Motion for Summary Judgment	1172-1180
5	Denial Letter (Stewart & Sundell/Anthem), Exhibit 27 in Support of Zurich's Motion for Summary Judgment	1148-1159
5	Denial Letter (Stewart & Sundell/Stallion Mountain), Exhibit 28 in Support of Zurich's Motion for Summary Judgment	1160-1171
5	Denial Letter (Universal Framing/Clark), Exhibit 30 in Support of Zurich's Motion for Summary Judgment	1181-1191
16	Disclaimer letter from Certus to Universal Framing dated July 12, 2013, Exhibit 94 in Support of Ironshore's Motion for Summary Judgment	3880-3890

10	Disclaimer letter from Midlands to Cedco dated December 21, 2011, Exhibit 20 in Support of Ironshore's Motion for Summary Judgment	2472-2480
9-10	Disclaimer letter from Midlands to Cedco dated March 11, 2013, Exhibit 11 in Support of Ironshore's Motion for Summary Judgment	2240-2252
17	Disclaimer letter from Midlands to Champion Masonry dated September 15, 2010, Exhibit 103 in Support of Ironshore's Motion for Summary Judgment	4060-4068
11	Disclaimer letter from Midlands to Debard Plumbing dated January 25, 2011, Exhibit 36 in Support of Ironshore's Motion for Summary Judgment	2665-2673
11	Disclaimer letter from Midlands to Debard Plumbing dated November 5, 2012, Exhibit 26 in Support of Ironshore's Motion for Summary Judgment	2575-2587
11	Disclaimer letter from Midlands to Debard Plumbing dated December 13, 2011, Exhibit 33 in Support of Ironshore's Motion for Summary Judgment	2630-2638
14	Disclaimer letter from Midlands to Helm & Associates dated August 26, 2010, Exhibit 62 in Support of Ironshore's Motion for Summary Judgment	3256-3264
10	Disclaimer letter from Midlands to Helm & Associates dated April 26, 2010, Exhibit 17 in Support of Ironshore's Motion for Summary Judgment	2388-2396
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2008-2009, Exhibit 85 in Support of Ironshore's Motion for Summary Judgment	3656-3668
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2009-2010, Exhibit 86 in Support of Ironshore's Motion for Summary Judgment	3669-3681
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2010-2011, Exhibit 87 in Support of Ironshore's Motion for Summary Judgment	3682-3694
14	Disclaimer letter from Midlands to Koeller Nebeker and disclaimer letter from Midlands to Helm & Associates dated May 28, 2010, Exhibit 70 in Support of Ironshore's Motion for Summary Judgment	3340-3356

17	Disclaimer letter from Midlands to Lee, Hernandez law firm dated November 6, 2012 , Exhibit 107 in Support of Ironshore's Motion for Summary Judgment	4091-4104
12	Disclaimer letter from Midlands to Southwest Foundations dated May 27, 2011 for policy effective April 15, 2010-2011, Exhibit 46 in Support of Ironshore's Motion for Summary Judgment	2941-2950
12	Disclaimer letter from Midlands to Southwest Foundations dated May 27, 2011 for policy effective April 15, 2009-2010, Exhibit 45 in Support of Ironshore's Motion for Summary Judgment	2933-2941
13	Disclaimer letter from Midlands to Stewart & Sundell dated November 17, 2009, Exhibit 51 in Support of Ironshore's Motion for Summary Judgment	3101-3112
11	Email from Zurich to Midlands dated November 29, 2011, Exhibit 31 in Support of Ironshore's Motion for Summary Judgment	2624-2625
20	Excerpt from claim notes of Plaintiffs' adjuster regarding Debard Plumbing/ <i>Lino</i> dated January 25, 2012 , Exhibit 161 in Support of Ironshore's Motion for Summary Judgment	4896-4897
13	Excerpt from Claim Notes recording receipt of November 24, 2008 letter from counsel for Terravita Home Construction Company to Stewart & Sundell, Exhibit 49 in Support of Ironshore's Motion for Summary Judgment	3077-3079
18	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012 , Exhibit 127 in Support of Ironshore's Motion for Summary Judgment	4494-4495
19	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012 , Exhibit 130 in Support of Ironshore's Motion for Summary Judgment	4517-4518
13	Excerpt of Midlands Claim Notes for this claim, Exhibit 55 in Support of Ironshore's Motion for Summary Judgment	3162-3165
14	Excerpt of Midlands Claim Notes, Exhibit 64 in Support of Ironshore's Motion for Summary Judgment	3269-3271
8	Excerpts of Deposition of Ironshore PMK taken in NV1, Exhibit 66 in Support of Zurich's Motion for Summary Judgment	1786-1801

8	Excerpts of Deposition of Ironshore PMK taken in this case, Exhibit 67 in Support of Zurich's Motion for Summary Judgment	1802-1836
19	Excerpts of October 2, 2015 certified deposition transcript of Bettyann Canzone , Exhibit 140 in Support of Ironshore's Motion for Summary Judgment	4714-4722
19-20	Excerpts of October 2, 2015 certified deposition transcript of Bryan Key , Exhibit 141 in Support of Ironshore's Motion for Summary Judgment	4723-4755
19	Excerpts of September 28, 2015 certified deposition transcript of Andra Byrd , Exhibit 135 in Support of Ironshore's Motion for Summary Judgment	4559-4579
19	Excerpts of September 28, 2015 certified deposition transcript of Brett Richardt , Exhibit 136 in Support of Ironshore's Motion for Summary Judgment	4580-4632
19	Excerpts of September 28, 2015 certified deposition transcript of Douglas Westhoff , Exhibit 137 in Support of Ironshore's Motion for Summary Judgment	4633-4662
19	Excerpts of September 29, 2015 certified deposition transcript of Rachael Crammer , Exhibit 138 in Support of Ironshore's Motion for Summary Judgment	4663-4687
19	Excerpts of September 29, 2015 certified deposition transcript of Elizabeth Del Rosario , Exhibit 139 in Support of Ironshore's Motion for Summary Judgment	4688-4713
9	Excerpts of various Subcontracts between Cedco and Terravita Home Construction, Exhibit 9 in Support of Ironshore's Motion for Summary Judgment	2155-2235
15	First Amended Class Action Construction Defect Complaint filed on January 7, 2011, in the <i>Casallas</i> action, Exhibit 74 in Support of Ironshore's Motion for Summary Judgment	3520-3534
6	First Amended Complaint filed in Garcia, Exhibit 37 in Support of Zurich's Motion for Summary Judgment	1273-1304
6	First Amended Complaint filed in Lino, Exhibit 46 in Support of Zurich's Motion for Summary Judgment	1396-1408
17-18	First Amended Complaint filed on November 1, 2010, in the <i>Sanchez</i> action , Exhibit 117 in Support of Ironshore's Motion for Summary Judgment	4240-4271

16	First Amended Construction Complaint filed on September 8, 2010, in the <i>Garcia</i> action, Exhibit 97 in Support of Ironshore's Motion for Summary Judgment	3957-3998
20	First page of declaration pages of policies insuring Tom Hopson dba Universal Framing or Universal Framing LLC issued by one or more Plaintiffs , Exhibit 162 in Support of Ironshore's Motion for Summary Judgment	4898-4903
20	Homeowner Matrix for Laird Whipple/ <i>Bennett</i> , Exhibit 152 in Support of Ironshore's Motion for Summary Judgment	4851-4853
15	Homeowners Matrixes (2) , Exhibit 81 in Support of Ironshore's Motion for Summary Judgment	3621-3643
17	Homeowners/Close of Escrow Matrix, Exhibit 99 in Support of Ironshore's Motion for Summary Judgment	4022-4036
4	Ironshore Policy No. 000115801 (PR Construction), Exhibit 10 in Support of Zurich's Motion for Summary Judgment	0762-0818
18	Ironshore policy no. 000115801, issued to PR Construction Corporation, for the policy period of January 31, 2010, to January 31, 2011 , Exhibit 123 in Support of Ironshore's Motion for Summary Judgment	4392-4449
3	Ironshore Policy No. 000143201 (JP Construction), Exhibit 6 in Support of Zurich's Motion for Summary Judgment	0521-0573
14-15	Ironshore policy no. 000143201 for policy period of February 18, 2010, to February 18, 2011, Exhibit 73 in Support of Ironshore's Motion for Summary Judgment	3466-3519
4	Ironshore Policy No. 000167401 (Stewart & Sundell), Exhibit 12 in Support of Zurich's Motion for Summary Judgment	0880-0942
2	Ironshore Policy No. 000194200 (Cedco), Exhibit 2 in Support of Zurich's Motion for Summary Judgment	0278-0340
8-9	Ironshore policy no. 000194200 for policy period of April 1, 2010, to April 1, 2011, Exhibit 3 in Support of Ironshore's Motion for Summary Judgment	1976-2039
9	Ironshore policy no. 000194200 for policy period of June 1, 2009, to April 1, 2010, Exhibit 4 in Support of Ironshore's Motion for Summary Judgment	2040-2103

3	Ironshore Policy No. 000242101 (Laird Whipple), Exhibit 8 in Support of Zurich's Motion for Summary Judgment	0637-0702
12	Ironshore policy no. 000242101 for policy period of April 15, 2010, to April 15, 2011, Exhibit 39 in Support of Ironshore's Motion for Summary Judgment	2768-2834
13	Ironshore policy no. 00167401 for policy period of March 1, 2010, to March 1, 2011, Exhibit 48 in Support of Ironshore's Motion for Summary Judgment	3013-3076
2-3	Ironshore Policy No. 00CQE0905001 (JP Construction), Exhibit 5 in Support of Zurich's Motion for Summary Judgment	0465-0520
14	Ironshore policy no. 00CQE0905001 for policy period of February 18, 2009, to February 18, 2010, Exhibit 72 in Support of Ironshore's Motion for Summary Judgment	3408-3465
4-5	Ironshore Policy No. 00T960905001 (Universal Framing), Exhibit 13 in Support of Zurich's Motion for Summary Judgment	0943-1004
15-16	Ironshore policy no. 00T960905001 for policy period of October 13, 2009, to October 13, 2010, Exhibit 89 in Support of Ironshore's Motion for Summary Judgment	3747-3809
3-4	Ironshore Policy No. 00XXV0905001 (PR Construction), Exhibit 9 in Support of Zurich's Motion for Summary Judgment	0703-0761
18	Ironshore policy no. 00XXV0905001, issued to PR Construction Corporation, for the policy period of January 31, 2009, to January 31, 2010, Exhibit 122 in Support of Ironshore's Motion for Summary Judgment	4332-4391
2	Ironshore Policy No. 011040905001 (Champion Masonry), Exhibit 3 in Support of Zurich's Motion for Summary Judgment	0341-0403
16	Ironshore policy no. 011040905001 for policy period of May 31, 2009, to May 31, 2010, Exhibit 95 in Support of Ironshore's Motion for Summary Judgment	3891-3954
2	Ironshore Policy No. 0110N0905001 (Debard Plumbing), Exhibit 4 in Support of Zurich's Motion for Summary Judgment	0404-0464

10-11	Ironshore policy no. 0110N0905001 for policy period of April 6, 2009, to April 6, 2010, Exhibit 21 in Support of Ironshore's Motion for Summary Judgment	2481-2542
4	Ironshore Policy No. 012A80905001 (Stewart & Sundell), Exhibit 11 in Support of Zurich's Motion for Summary Judgment	0819-0879
12-13	Ironshore policy no. 012A80905001 for policy period of March 1, 2009, to March 1, 2010, Exhibit 47 in Support of Ironshore's Motion for Summary Judgment	2951-3012
3	Ironshore Policy No. 017BW0905001 (Laird Whipple), Exhibit 7 in Support of Zurich's Motion for Summary Judgment	0574-0636
11-12	Ironshore policy no. 017BW0905001 for policy period of April 15, 2009, to April 15, 2010, Exhibit 38 in Support of Ironshore's Motion for Summary Judgment	2704-2767
1-2	Ironshore Policy No. 018ER0905001 (Cedco), Exhibit 1 in Support of Zurich's Motion for Summary Judgment	0215-0277
17	Ironshore policy no. IRH 00V6P085001, issued to R.A.M.M. Corporation, for the policy period of November 15, 2008, to November 15, 2009 , Exhibit 115 in Support of Ironshore's Motion for Summary Judgment	4168-4224
19	Ironshore's Amended Notices of Deposition dated August 28, 2015, Exhibit 133 in Support of Ironshore's Motion for Summary Judgment	4537-4549
19	Ironshore's Notice of Deposition dated September 11, 2015 , Exhibit 134 in Support of Ironshore's Motion for Summary Judgment	4550-4558
8	Judgment entered in NV1, Exhibit 65 in Support of Zurich's Motion for Summary Judgment	1784-1785
21	Judgment filed 08/24/17	5050-5050
11	Letter from Castronova Law Offices to Ironshore dated September 27, 2011, Exhibit 29 in Support of Ironshore's Motion for Summary Judgment	2617-2620
17	Letter from Certus Claims to Lukestar Corp. dba Champion Masonry dated August 6, 2013 , Exhibit 114 in Support of Ironshore's Motion for Summary Judgment	4155-4167

	Letter from Certus to Ironshore dated August 6, 2013 , Exhibit 113 in Support of Ironshore's Motion for Summary Judgment	4152-4154
16	Letter from Certus to Ironshore dated July 12, 2013, Exhibit 93 in Support of Ironshore's Motion for Summary Judgment	3877-3879
17	Letter from counsel for Centex to Champion Masonry dated November 20, 2009, Exhibit 100 in Support of Ironshore's Motion for Summary Judgment	4037-4053
11	Letter from counsel for K&M Homes to Debard Plumbing dated October 11, 2010, Exhibit 34 in Support of Ironshore's Motion for Summary Judgment	2639-2660
19	Letter from counsel for PR Construction to Midlands dated October 4, 2012 , Exhibit 132 in Support of Ironshore's Motion for Summary Judgment	4532-4536
15	Letter from Dallas National Insurance Company's counsel to United Specialty Insurance Company dated June 12, 2012, Exhibit 77 in Support of Ironshore's Motion for Summary Judgment	3579-3582
10	Letter from Helm & Associates to Ironshore and others dated September 24, 2009, Exhibit 14 in Support of Ironshore's Motion for Summary Judgment	2285-2380
13	Letter from Helm & Associates to Ironshore date September 18, 2009, Exhibit 56 in Support of Ironshore's Motion for Summary Judgment	3166-3179
19	Letter from Ironshore to PR Construction dated August 29, 2012, Exhibit 131 in Support of Ironshore's Motion for Summary Judgment	4519-4531
17	Letter from KB Home Nevada, Inc.'s counsel to Midlands Claim Administrators dated October 29, 2012, Exhibit 116 in Support of Ironshore's Motion for Summary Judgment	4225-4239
14	Letter from Koeller Nebeker to Stewart & Sundell dated September 25, 2008, Exhibit 65 in Support of Ironshore's Motion for Summary Judgment	3272-3284
10	Letter from Midlands to Ironshore dated April 26, 2010, Exhibit 16 in Support of Ironshore's Motion for Summary Judgment	2384-2387
14	Letter from Midlands to Ironshore dated August 26, 2010, Exhibit 61 in Support of Ironshore's Motion for Summary Judgment	3252-3255

11	Letter from Midlands to Ironshore dated December 13, 2011, Exhibit 32 in Support of Ironshore's Motion for Summary Judgment	2626-2629
10	Letter from Midlands to Ironshore dated December 21, 2011, Exhibit 19 in Support of Ironshore's Motion for Summary Judgment	2468-2471
11	Letter from Midlands to Ironshore dated January 25, 2011, Exhibit 35 in Support of Ironshore's Motion for Summary Judgment	2661-2664
15	Letter from Midlands to Ironshore dated June 20, 2012, for policy effective February 18, 2010-2011, Exhibit 84 in Support of Ironshore's Motion for Summary Judgment	3652-3655
15	Letter from Midlands to Ironshore dated June 21, 2012, for policy effective February 18, 2008-2009, Exhibit 82 in Support of Ironshore's Motion for Summary Judgment	3644-3647
15	Letter from Midlands to Ironshore dated June 21, 2012, for policy effective February 18, 2009-2010, Exhibit 83 in Support of Ironshore's Motion for Summary Judgment	3648-3651
9	Letter from Midlands to Ironshore dated March 11, 2013, Exhibit 10 in Support of Ironshore's Motion for Summary Judgment	2236-2239
12	Letter from Midlands to Ironshore dated May 27, 2011 for policy effective April 15, 2009- 2010, Exhibit 43 in Support of Ironshore's Motion for Summary Judgment	2925-2928
12	Letter from Midlands to Ironshore dated May 27, 2011 for policy effective April 15, 2010-2011, Exhibit 44 in Support of Ironshore's Motion for Summary Judgment	2929-2932
18	Letter from Midlands to Ironshore dated November 14, 2012 , Exhibit 119 in Support of Ironshore's Motion for Summary Judgment	4310-4313
13	Letter from Midlands to Ironshore dated November 17, 2009, Exhibit 50 in Support of Ironshore's Motion for Summary Judgment	3080-3084
11	Letter from Midlands to Ironshore dated November 5, 2012, Exhibit 25 in Support of Ironshore's Motion for Summary Judgment	2571-2574

17	Letter from Midlands to Ironshore dated September 15, 2010, Exhibit 102 in Support of Ironshore's Motion for Summary Judgment	4056-4059
18	Letter from Midlands to R.A.M.M. Corporation dated November 14, 2012, Exhibit 120 in Support of Ironshore's Motion for Summary Judgment	4314-4326
13	Letter from Stallion Mountain Homeowners' Association's counsel to William Lyon Homes, Inc. dated August 4, 2004, Exhibit 59 in Support of Ironshore's Motion for Summary Judgment	3209-3237
11	Letter from Zurich to Ironshore and others dated October 17, 2012, Exhibit 24 in Support of Ironshore's Motion for Summary Judgment	2568-2570
14	Letter from Zurich to Ironshore dated April 27, 2010, Exhibit 68 in Support of Ironshore's Motion for Summary Judgment	3330-3333
12	Letter from Zurich to Ironshore dated April 29, 2011, Exhibit 42 in Support of Ironshore's Motion for Summary Judgment	2922-2924
18	Letter from Zurich to Ironshore dated August 1, 2012, Exhibit 126 in Support of Ironshore's Motion for Summary Judgment	4491-4493
9	Letter from Zurich to Ironshore dated August 18, 2011 without attachments (attachments are Exhs. 5, 6 and 8), Exhibit 7 in Support of Ironshore's Motion for Summary Judgment	2148-2150
14	Letter from Zurich to Ironshore dated December 13, 2010, Exhibit 63 in Support of Ironshore's Motion for Summary Judgment	3265-3268
10	Letter from Zurich to Ironshore dated December 2, 2011, Exhibit 18 in Support of Ironshore's Motion for Summary Judgment	2397-2467
10	Letter from Zurich to Ironshore dated December 22, 2009, Exhibit 15 in Support of Ironshore's Motion for Summary Judgment	2381-2383
17	Letter from Zurich to Ironshore dated June 27, 2013, Exhibit 108 in Support of Ironshore's Motion for Summary Judgment	4105-4107
11	Letter from Zurich to Ironshore dated March 1, 2012, Exhibit 37 in Support of Ironshore's Motion for Summary Judgment	2674-2703

11	Letter from Zurich to Ironshore dated November 10, 2011, Exhibit 30 in Support of Ironshore's Motion for Summary Judgment	2621-2623
16	Letter from Zurich to Ironshore dated November 17, 2011, Exhibit 96 in Support of Ironshore's Motion for Summary Judgment	3955-3956
18	Letter from Zurich to Midlands dated December 5, 2012, Exhibit 121 in Support of Ironshore's Motion for Summary Judgment	4327-4331
13	Letter from Zurich to Midlands dated January 10, 2012, Exhibit 54 in Support of Ironshore's Motion for Summary Judgment	3157-3161
17	Litigation Escrow Matrix, Exhibit 112 in Support of Ironshore's Motion for Summary Judgment	4149-4151
17	Midlands claim note dated September 3, 2010, Exhibit 101 in Support of Ironshore's Motion for Summary Judgment	4054-4055
13-14	Midlands claim notes October 27, 2009-July 28, 2010, Exhibit 60 in Support of Ironshore's Motion for Summary Judgment	3238-3251
1	Motion for Partial Summary Judgment filed by Zurich filed 09/16/16	0181-0204
21	Motion for Relief From Judgment Filed by Zurich filed 09/20/17	5051-5056
8	Motion for Summary Judgment Filed by Ironshore filed 09/19/16	1860-1889
8	Notice of Acceptance of Offer filed in NV1, Exhibit 64 in Support of Zurich's Motion for Summary Judgment	1778-1783
21	Notice of Appeal filed 10/08/18	5083-5083
21	Notice of New Case Authority Filed by Ironshore filed 11/02/16	5012-5042
1	Notice of Removal filed 03/12/15	0001-0045
20-21	Opposition of Ironshore To Zurich's Motion for Partial Summary Judgment filed 10/11/16	4936-4965
21	Opposition of Ironshore to Zurich's Motion for Relief filed 10/04/17	5057-5066

20	Opposition of Zurich To Ironshore's Motion for Summary Judgment filed 10/11/16	4904-4935
21	Order Accepting Certified Questions filed 09/11/20	5103-5104
21	Order Certifying Question filed 07/02/20	5084-5102
21	Order Denying Motion filed 09/18/18	5076-5082
21	Order on Motions for Summary Judgment filed 08/24/17	5043-5049
10	Plaintiffs' Complaint filed on April 12, 2011, in <i>Seven Hills</i> action, Exhibit 12 in Support of Ironshore's Motion for Summary Judgment	2253-2269
8	Plaintiffs' Supplemental Disclosures, dated October 14, 2015, Exhibit 2 in Support of Ironshore's Motion for Summary Judgment	1972-1975
18-19	Portions of subcontracts stating PR Construction Corporation's scope of work , Exhibit 129 in Support of Ironshore's Motion for Summary Judgment	4499-4516
20	Preliminary Cost of Repair for Claim Summary Report for Debard Plumbing/ <i>Drost</i> , Exhibit 146 in Support of Ironshore's Motion for Summary Judgment	4779-4799
8	Printout - Nevada Secretary of State website, Exhibit 75 in Support of Zurich's Motion for Summary Judgment	1857-1859
8	Printout - Nevada State Contractors Board website, Exhibit 74 in Support of Zurich's Motion for Summary Judgment	1855-1856
8	Proof of Service of Subpoena - Centex Homes, Exhibit 71 in Support of Zurich's Motion for Summary Judgment	1845-1846
8	Proof of Service of Subpoena - Champion Masonry, Exhibit 70 in Support of Zurich's Motion for Summary Judgment	1843-1844
20	Reconstruction Cost Guides and Estimates for Debard Plumbing/ <i>Lino</i> June 2013 , Exhibit 148 in Support of Ironshore's Motion for Summary Judgment	4805-4836
20-21	Reply of Ironshore To Zurich's Motion for Summary Judgment filed 10/28/16	4992-5011

21	Reply of Zurich To Ironshore's Motion for Summary Judgment filed 10/28/16	4966-4991
21	Reply of Zurich to Opposition To Motion for Relief filed 10/11/17	5067-5075
6	Report issued as to Garcia, Exhibit 41 in Support of Zurich's Motion for Summary Judgment	1337-1340
17	Reserved, Exhibit 104 in Support of Ironshore's Motion for Summary Judgment	4069-4069
17	Reserved, Exhibit 105 in Support of Ironshore's Motion for Summary Judgment	4070-4070
8	Response to Subpoena - Centex Homes, Exhibit 73 in Support of Zurich's Motion for Summary Judgment	1849-1854
8	Response to Subpoena - Champion Masonry, Exhibit 72 in Support of Zurich's Motion for Summary Judgment	1847-1848
1	Second Amended Complaint filed 09/28/15	0088-0131
8	Second Amended Complaint, filed September 28, 2015. (See Docket No. 25.), Exhibit 1 in Support of Ironshore's Motion for Summary Judgment	1971-1971
16	Subcontract Agreement (excerpts) between D.W. Arnold, Inc. and Universal Framing, Exhibit 92 in Support of Ironshore's Motion for Summary Judgment	3872-3876
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated April 7, 2000, Exhibit 78 in Support of Ironshore's Motion for Summary Judgment	3583-3599
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated September 27, 2000, Exhibit 79 in Support of Ironshore's Motion for Summary Judgment	3600-3611
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated February 12, 2002, Exhibit 80 in Support of Ironshore's Motion for Summary Judgment	3612-3620
17	Subcontract between The Developers of Nevada, LLC and Champion Masonry dated April 20, 2001 , Exhibit 109 in Support of Ironshore's Motion for Summary Judgment	4108-4120

20	Subcontractor Allocation (cost of repair) for Debard Plumbing/ <i>Wikey</i> dated December 17, 2012 , Exhibit 150 in Support of Ironshore's Motion for Summary Judgment	4843-4844
8	Subpoena - Centex Homes, Exhibit 69 in Support of Zurich's Motion for Summary Judgment	1840-1842
8	Subpoena - Champion Masonry, Exhibit 68 in Support of Zurich's Motion for Summary Judgment	1837-1839
14	Sun City Anthem – Lot Listing – Duplexes, Exhibit 69 in Support of Ironshore's Motion for Summary Judgment	3334-3339
6	Tender Letter in Garcia, Exhibit 39 in Support of Zurich's Motion for Summary Judgment	1328-1331
6	Tender Letter in Garcia, Exhibit 40 in Support of Zurich's Motion for Summary Judgment	1332-1336
5	Tender Letter served in Mohan, Exhibit 34 in Support of Zurich's Motion for Summary Judgment	1239-1241
15	Third Amended Class Action Construction Defect Complaint filed on August 29, 2011, in the <i>Casallas</i> action, Exhibit 75 in Support of Ironshore's Motion for Summary Judgment	3535-3559
7	Third Amended Complaint filed in Boyer, Exhibit 54 in Support of Zurich's Motion for Summary Judgment	1557-1579
18	Third Amended Complaint filed May 14, 2012, in the <i>Boyer</i> action , Exhibit 124 in Support of Ironshore's Motion for Summary Judgment	4450-4473
18	Third Party Complaint filed by PN II, Inc., on May 22, 2012, in the <i>Boyer</i> action , Exhibit 125 in Support of Ironshore's Motion for Summary Judgment	4474-4490
5	Third Party Complaint filed in Anthem, Exhibit 32 in Support of Zurich's Motion for Summary Judgment	1217-1235
7	Third Party Complaint filed in Anthem, Exhibit 57 in Support of Zurich's Motion for Summary Judgment	1622-1640
7	Third Party Complaint filed in Bennett, Exhibit 53 in Support of Zurich's Motion for Summary Judgment	1535-1556
7	Third Party Complaint filed in Boyer, Exhibit 55 in Support of Zurich's Motion for Summary Judgment	1580-1596

6	Third Party Complaint filed in Casallas, Exhibit 51 in Support of Zurich's Motion for Summary Judgment	1480-1498
8	Third Party Complaint filed in Clark, Exhibit 63 in Support of Zurich's Motion for Summary Judgment	1754-1777
6	Third Party Complaint filed in Garcia, Exhibit 38 in Support of Zurich's Motion for Summary Judgment	1305-1327
6	Third Party Complaint filed in Lino, Exhibit 47 in Support of Zurich's Motion for Summary Judgment	1409-1426
6	Third Party Complaint filed in Marcel, Exhibit 43 in Support of Zurich's Motion for Summary Judgment	1356-1368
7	Third Party Complaint filed in Stallion Mountain, Exhibit 59 in Support of Zurich's Motion for Summary Judgment	1652-1671
7	Third Party Complaint filed in Sun City, Exhibit 61 in Support of Zurich's Motion for Summary Judgment	1684-1716
6	Third Party Complaint filed in Wikey, Exhibit 49 in Support of Zurich's Motion for Summary Judgment	1440-1455
6	Third Party Complaint, Exhibit 45 in Support of Zurich's Motion for Summary Judgment	1383-1395
12	Third-Party Complaint filed by American West Homes, Inc. on November 14, 2008 in the <i>Bennett</i> action, Exhibit 41 in Support of Ironshore's Motion for Summary Judgment	2900-2921
10	Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the <i>Seven Hills</i> action, Exhibit 13 in Support of Ironshore's Motion for Summary Judgment	2270-2284
14	Third-Party Complaint filed by Del Webb Communities, Inc., on March 18, 2010, in the <i>Sun City</i> action, Exhibit 67 in Support of Ironshore's Motion for Summary Judgment	3297-3329
11	Third-Party Complaint filed by Lakemont Copper Hills, LLC on August 1, 2012 in the Lino action, Exhibit 28 in Support of Ironshore's Motion for Summary Judgment	2600-2616
11	Third-Party Complaint filed by Silverwing Development on December 21, 2012, in the <i>Drost</i> action, Exhibit 23 in Support of Ironshore's Motion for Summary Judgment	2555-2567

9	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the <i>Anthem</i> action, Exhibit 6 in Support of Ironshore's Motion for Summary Judgment	2129-2147
13	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the <i>Anthem</i> action, Exhibit 53 in Support of Ironshore's Motion for Summary Judgment	3138-3156
17	Third-Party Complaint filed by The Developers of Nevada, LLC on May 28, 2013, in the <i>Marcel</i> action , Exhibit 111 in Support of Ironshore's Motion for Summary Judgment	4136-4148
15	Third-Party Complaint filed on February 9, 2012 by Baker-Coleman Construction, Inc., in the <i>Casallas</i> action, Exhibit 76 in Support of Ironshore's Motion for Summary Judgment	3560-3578
14	United Specialty policy no. IRH00CQE0805001 for policy period of February 18, 2008, to February 18, 2009, Exhibit 71 in Support of Ironshore's Motion for Summary Judgment	3357-3407
15	United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009, Exhibit 88 in Support of Ironshore's Motion for Summary Judgment	3695-3746

To: CEDCO, Inc.
Re: Anthem Country Club HOA, et al. v. Terravita Homes Construction Co., et al.
Date: March 11, 2013 109311; 130505

3) *Remains in effect.*

All other terms, conditions and exclusions remain unchanged.

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by CEDCO, Inc. prior to the Ironshore policy's issue date and given the nature of the allegations is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under CEDCO, Inc.'s policy.

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned using the contact information on the first page letterhead.

To: CEDCO, Inc.
Re: Anthem Country Club HOA, et al. v. Terravita Homes Construction Co., et al.
Date: March 11, 2013 109311; 130505

Yours very truly,



Crystal Mathews
Midlands Claim Administrators, Inc.
Claims Examiner
cmathews@mldman.com
(405) 767-1721

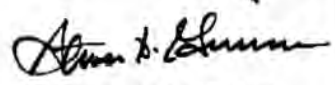
CM/pp

EXHIBIT 12

Plaintiffs' Complaint filed on April 12, 2011, in Clark County District Court, Nevada, in the action captioned *Seven Hills Master Community Association v. Granite Silver Development Partners, LP*, Case No. A-11-639041-D ("*Seven Hills* action") (ISIC 4575-4591)

ORIGINAL

Electronically Filed
04/12/2011 12:16:19 PM


CLERK OF THE COURT

CHECK #
8310
520.00
T.J.

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP
851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 **COMP**
2 **DAVID T. PURSIANO, ESQ.**
3 Nevada State Bar No. 005464
4 **LAUREL L. BARRY, ESQ.**
5 Nevada State Bar No.
6 **JAMES V. LAVELLE III, ESQ.**
7 Nevada State Bar No. 000555
8 **PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP**
9 851 South Rampart Blvd., Ste. 260
10 Las Vegas, Nevada 89145
11 (702) 233-3063

12 Attorneys for Plaintiffs

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

A- 11- 639041- D

15 **SEVEN HILLS MASTER COMMUNITY**
16 **ASSOCIATION, A NEVADA NON-**
17 **PROFIT CORPORATION,**
18
19 Plaintiff,
20 v.

Case No.
Dept. **XXI I**
ARBITRATION EXEMPTIONS
CLAIMED
COMPLAINT
1. Breach of Implied Warranties
2. Strict Liability
3. Negligence
4. Breach of Express Warranties
5. Declaratory Relief

21 **GRANITE SILVER DEVELOPMENT**
22 **PARTNERS, LIMITED PARTNERSHIP, a**
23 foreign limited partnership; FC-SILVER
24 **CANYON, INC., a foreign corporation;**
25 **AMERICAN NEVADA SEVEN HILLS**
26 **LIMITED PARTNERSHIP, a Nevada**
27 limited partnership; SS SEVEN HILLS,
28 **INC., a Nevada corporation; SILVER**
29 **CANYON CORPORATION, a Nevada**
30 corporation; **AMERICAN NEVADA**
31 **COMPANY, LLC, a Nevada Limited**
32 Liability Company; and DOES 1 through
33 100, inclusive,

Defendants.

COMES NOW, Plaintiff SEVEN HILLS MASTER COMMUNITY ASSOCIATION, by and through their attorneys, David T. Pursiano, Esq., Laurel L. Barry, Esq. and James V. Lavelle III, Esq., of Pursiano Barry Lavelle Bruce Hassin, LLP, complains of and allege as causes of action against the Defendants and each of them as follows:

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

I.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. The Plaintiff, SEVEN HILLS MASTER COMMUNITY ASSOCIATION, ("Plaintiff") is a non-profit corporation duly formed under the laws of the state of Nevada, composed of residential units and common area commonly known as "Seven Hills", located in the City of Henderson, Clark County, Nevada, which was formed and exists for the purpose of providing maintenance and preservation of the structures, Lots and Common Area and the ownership and maintenance of the Common Area in the Seven Hills community as defined, on information and belief, in that certain Tract Declaration of Covenants, Conditions and Restrictions recorded with the Official Records of Clark County, Nevada. For convenience, the real property, including the improvements thereon and Common Area, constituting the Seven Hills development will be referred to herein as the "Subject Property".

2. The Association was created by virtue of Articles of Incorporation and Bylaws, which Articles were adopted pursuant to the laws of the State of Nevada and which Bylaws were properly adopted at a meeting of the Board of Directors; by virtue of the foregoing, the Association has been, and now is, a duly formed and existing corporation under of the laws of the State of Nevada. The principal place of business of the Association is within Clark County, Nevada.

3. The Association, in accordance with its Articles of Incorporation, Bylaws and Declaration of Covenants, Conditions and Restrictions and pursuant to Nevada Revised Statutes, Chapter 116 of the "Common Interest Ownership Act", has the sole and exclusive right and duty to manage, operate, control, repair, replace and restore the common areas and other property located within the Seven Hills community, including the right to let contracts to accomplish its duties and obligations, and has all of the powers necessary to carry out its rights and obligations, including the right, duty and power to contract for legal services to prosecute any action affecting the common area, when such action is deemed necessary by it, to enforce its powers, rights and obligations, including the bringing of this

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 action. Pursuant to Nevada law and consistent with the Covenants, Conditions and
2 Restrictions applicable to the Association, the Association seeks recovery for damages to
3 portions of the common area, specifically, the Association and Sub-Association entry
4 monuments and adjacent landscape, irrigation and irrigation metering and the street light
5 poles throughout the Seven Hills community including the electrical components connected
6 to the light poles.

7 4. The Plaintiff is informed and believes and on that basis alleges the Defendant
8 GRANITE SILVER DEVELOPMENT PARTNERS, LIMITED PARTNERSHIP, is, and at all
9 relevant times, has been, a foreign limited partnership, authorized to do business in Clark
10 County, Nevada, including but not limited to development, construction, improvement,
11 and/or sale of the Subject Property.

12 5. The Plaintiff is informed and believes and on that basis alleges the Defendant
13 FC-SILVER CANYON INC., is, and at all relevant times, has been, a foreign corporation
14 duly organized and existing under the laws of some state and authorized to do business,
15 and doing business in Clark County, Nevada, including but not limited to development,
16 construction, improvement, and/or sale of the Subject Property.

17 6. The Plaintiff is informed and believes and on that basis alleges the Defendant
18 AMERICAN NEVADA SEVEN HILLS LIMITED PARTNERSHIP, is, and at all relevant times,
19 has been, a limited partnership duly organized and existing under the laws of Nevada and
20 authorized to do business, and doing business in Clark County, Nevada, including but not
21 limited to development, construction, improvement, and/or sale of the Subject Property.

22 7. The Plaintiff is informed and believes and on that basis alleges the Defendant
23 SS SEVEN HILLS, INC., is, and at all relevant times, has been, a corporation duly
24 organized and existing under the laws of Nevada and authorized to do business, and doing
25 business in Clark County, Nevada, including but not limited to development, construction,
26 improvement, and/or sale of the Subject Property.

27 8. The Plaintiff is informed and believes and on that basis alleges the Defendant
28 SILVER CANYON CORPORATION, is, and at all relevant times, has been, a corporation

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 duly organized and existing under the laws of Nevada and authorized to do business, and
2 doing business in Clark County, Nevada, including but not limited to development,
3 construction, improvement, and/or sale of the Subject Property.

4 9. The Plaintiff is informed and believes and on that basis alleges the Defendant
5 AMERICAN NEVADA COMPANY, LLC, is, and at all relevant times, has been, a limited
6 liability company duly organized and existing under the laws of Nevada and authorized to
7 do business, and doing business in Clark County, Nevada, including but not limited to
8 development, construction, improvement, and/or sale of the Subject Property.

9 10. The Defendants sued herein as DOES 1 through 100, inclusive, are fictitious
10 names of individual Defendants whose true names and capacities, whether individual,
11 corporate, associate or otherwise at this time, are unknown to the Plaintiff; the Plaintiff is
12 informed and believes and on that basis alleges that at all relevant times each of the
13 Defendants sued herein as DOES 1 through 100, inclusive, was acting as the agent,
14 servant and/or employee of his or her co-Defendants, and in doing the things hereinafter
15 mentioned was acting in the scope of his or her authority as such agent, servant and
16 employee, and with the permission and consent of his or her co-Defendants; and that each
17 of said fictitiously named Defendants, whether an agent or otherwise, participated in some
18 manner as a builder, developer, contractor, subcontractor, materialman or supplier of goods
19 or otherwise in the works of building and construction of the Subject Property, and is in
20 some way liable or responsible to the Plaintiff on the facts hereinafter alleged, and caused
21 injuries and damages proximately thereby. At such time as the Defendants' true names and
22 capacities become known to the Plaintiff, the Plaintiff will ask leave of this court to amend
23 this complaint to insert said true names and capacities.

24 11. The Defendants sued herein as DOES 1 through 100, inclusive, are fictitious
25 names of individual Defendants whose true names and capacities, whether individual,
26 corporate, associate or otherwise at this time, are unknown to the Plaintiff who, therefore,
27 sue said Defendants by such fictitious names. Plaintiff is informed and believes and
28 thereupon alleges that each of the Defendants designated herein as a Doe is responsible

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 in some manner for the events and happenings herein referred to, and in some manner
2 caused the injuries and damages proximately thereby to the Plaintiff as herein alleged.
3 Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and
4 capacities of the Doe Defendants when the same have been ascertained by Plaintiff,
5 together with the appropriate charging allegations, and to join such Defendants in this
6 action.

7 12. The Plaintiff is informed and believes and on that basis alleges that at all
8 relevant times the Defendants, including DOES, and each of them, were business entities
9 and/or organizations who conducted business in the Clark County, Nevada and/or
10 participated in the development, construction and/or sale of the Subject Property.

11 13. Commencing at a date unknown to the Plaintiff, the Defendants, including
12 DOES, and each of them, participated in the manner set forth herein as to each, in the
13 construction of works of improvement at the Subject Property, all of which are now owned
14 by the Association as to the common area or which property is subject to the maintenance
15 and preservation by the Plaintiff.

16 14. The Plaintiff is informed and believes and on that basis alleges the
17 Defendants, and each of them, were and are builders, engineers, contractors,
18 subcontractors, suppliers, materialmen, or other persons, entities or professionals who
19 participated in the construction, supervision, manufacture, and/or improvement of the
20 Subject Property, and who performed works of labor, supplied materials, equipment and/or
21 services necessary for the preparation, construction, supervision, manufacture and/or
22 improvement of the Subject Property, with knowledge the Subject Property would be utilized
23 as a residential community. In so doing, said Defendants, in their capacities as builders,
24 engineers, contractors, subcontractors, suppliers, materialmen, or otherwise, caused the
25 Subject Property, in particular the Association and Sub-Association entry monuments and
26 the adjacent landscape, irrigation and irrigation metering and the community wide street
27 light poles including the electrical components, to be prepared, constructed, supervised,
28 manufactured and/or improved through their own works of labor, their supplying of

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 materials, equipment and/or services, and through their causing other contractors and
2 subcontractors, including other Defendants herein, to perform works of labor, to supply
3 materials, equipment and/or services, in order to properly complete the construction of the
4 Subject Property, so the same could be sold to and/or used by members of the public.

5 15. After work at the project was completed, the Plaintiff became informed and
6 believes and on that basis alleges the Subject Property, in particular the Association and
7 Sub-Association entry monuments and the adjacent landscape, irrigation and irrigation
8 metering and the community wide street light poles including the electrical components, are
9 not of merchantable quality but, in fact, are defective and fail to meet all applicable building
10 codes and industry standards, resulting in damage thereto. The damages known to the
11 Plaintiff at this time are progressive and continue to worsen.

12 16. The Plaintiff is informed and believes and on that basis alleges the Subject
13 Property may be defective in ways and to extent not precisely known, but which will be
14 inserted here and by way of amendment or will be established at the time of trial according
15 to proof.

16 17. Plaintiff has complied with all pre-filing requirements of Nevada Revised
17 Statutes Section 40.600 through 40.695, Nevada Revised Statutes Chapter 116 and the
18 Association's governing documents.

19 18. Plaintiff is informed and believes and on that basis alleges that the items
20 generally referred to and particularly described herein were "known deficiencies" within the
21 meaning of Nevada Revised Statutes Section 11.203 in that the above-described defects
22 arose out of, were attributable to and are directly and proximately caused by the above-
23 described deficiencies in the design, specifications, planning, supervision, observation of
24 construction, construction, development and/or improvement of the Subject Property, and
25 that prior to that time when it was discovered by Plaintiff as set forth herein could not have
26 been discovered by the exercise of reasonable diligence. Plaintiff, at all times herein
27 mentioned, relied on the skill of Defendants and DOES 1 through 100, inclusive, in
28 developing and constructing the Subject Property to be reasonably fit for the intended

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 purpose.

2 19. As a result acts and omissions of the Defendants, the Plaintiff has been forced
3 to hire counsel to prosecute this action, incurring attorneys fees and costs.

4 II.

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Implied Warranties Against All Defendants)**

7 20. The Plaintiff refers to and incorporates by reference paragraphs 1 through 19
8 as though fully set forth at this point.

9 21. The Plaintiff is informed and believes and on that basis alleges that as
10 contractors the Defendants, including DOES, and each of them, knew the Subject Property
11 would be used by members of the public for residential purposes and said Defendants knew,
12 or reasonably should have known, the persons would do so without inspection for the defects
13 set forth herein.

14 22. The Plaintiff is informed and believes and on that basis alleges the Defendants,
15 including DOES, and each of them, at all times herein mentioned, were and are merchants
16 with respect to the works of improvement at the common area thereof and said Defendants
17 impliedly warranted these works of improvement were of merchantable quality, were
18 constructed in a reasonably workmanlike manner and fit for their intended purpose.

19 23. The Plaintiff is informed and believes and on that basis alleges the Subject
20 Property, in particular the Association and Sub-Association entry monuments and the
21 adjacent landscape, irrigation and irrigation metering and the community wide street light
22 poles including the electrical components, were and are not of merchantable quality nor fit
23 their intended purpose but are defective, and other components and sources not yet
24 identified or ascertained are not performing in the manner intended. The works of
25 improvement at the Subject Property are not of merchantable quality, but, in fact, are
26 defective and have resulted in damages as stated and alleged herein.

27 24. The Plaintiff is informed and believes and on that basis alleges the Subject
28 Property is not of merchantable quality, but instead, is defective in that it demonstrates

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 improper, nonexistent and/or inadequate design and/or construction of the Association and
2 Sub-Association entry monuments and the adjacent landscape, irrigation and irrigation
3 metering and the community wide street light poles including their electrical components.
4 These defective conditions have resulted in damaged and defective real property. The
5 Plaintiff is informed and believes and on that basis alleges the Subject Property may be
6 additionally defective in ways and to the extent not precisely known, but which will be
7 inserted herein by way of amendment or will be established at the time of trial, according to
8 proof.

9 25. The Association has properly notified the Defendants of the defective
10 conditions as alleged herein and, notwithstanding such notice, the Defendants have failed
11 to cause the appropriate restoration and/or repair to be made at their cost and expense.

12 26. The Plaintiff is informed and believes and on that basis alleges the
13 above-described defects arose out of, were attributable to, and are directly and proximately
14 caused by the above-described deficiency in the design, specification, planning, supervision,
15 observation of construction, construction, development and/or improvement of the Subject
16 Property, and prior to the time they were discovered by the Plaintiff as set forth herein, could
17 not have been discovered by the exercise of reasonable diligence.

18 27. The Plaintiff is informed and believes and on that basis alleges that as a direct
19 and proximate result of the defects set forth herein and the breach of the aforesaid implied
20 warranties by the Defendants, and each of them, the Plaintiff has suffered damages in an
21 amount precisely unknown, but believed to be in excess of this court's jurisdiction in that it
22 has been, and will hereafter be, required to perform works of repair, restoration and
23 construction to defective portions of the Subject Property to prevent further damage and to
24 restore those portions of the Subject Property to their proper condition. Further, the Plaintiff
25 has and will incur expert fees and costs to investigate the defective conditions to determine
26 the nature, extent and cause of the defects as well as the reasonable and appropriate
27 repairs. The Plaintiff will establish the precise amount of such damages at trial, according
28 to proof.

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

28. The Plaintiff is informed and believes and on that basis alleges as a further direct and proximate result of the defective condition of the Subject Property, the members' of the association, consisting of owners of residential units at Seven Hills Master Community Association, interests in the Subject Property and the value thereof have been reduced and diminished. All of the above-described damages have occurred, but the amount thereof is precisely unknown. When the precise amount is known, it will be established by way of amendment to these pleadings or according to proof at the time of trial.

29. The Plaintiff is informed and believes and on that basis alleges as a further direct and proximate result of the defective condition of the Subject Property, the Plaintiff was compelled to retain legal counsel to obtain recovery for the defective conditions. Therefore, the Defendants are liable to the Plaintiff for those attorneys' fees reasonably incurred in order to obtain compensation, in an amount to be determined at trial.

III.

SECOND CAUSE OF ACTION

(Strict Liability Against All Defendants)

30. The Plaintiff refers to and incorporates by reference paragraphs 1 through 29 as though fully set forth at this point.

31. Subsequent to the completion of the works of improvement, the Subject Property has been defective as herein alleged and the defects were neither known nor apparent to prospective purchasers by reasonable inspection at the time of sale and purchase. The Plaintiff is informed and believes and on that basis alleges that the Subject Property may be additionally defective in ways and to the extent not precisely known, but which will be inserted by way of amendment or will be established at the time of trial, according to proof.

32. The Defendants named herein and DOES 3 through 100, inclusive, knew or had reason to know the purchasers of the Subject Property would rely on the skills, judgment and expertise of each of the Defendants herein named in producing and constructing the Subject Property such that it be reasonably fit for its intended purpose.

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 33. The Plaintiff has timely notified the Defendants of the defective conditions but
2 notwithstanding such notice the Defendants have declined and failed to acknowledge
3 responsibility for the same, or otherwise cause the appropriate restoration and/or repair to
4 be made at their cost.

5 34. The Defendants, and each of them, as builders, are strictly liable and
6 responsible to the Plaintiff for all damages suffered as a result of the above-described
7 deficiencies.

8 35. The Plaintiff is informed and believes and on that basis alleges as a direct and
9 proximate result of the defective conditions alleged herein, the Plaintiff has suffered
10 damages in an amount precisely unknown, but believed to be in excess of this court's
11 jurisdiction in that it has been, and now is, required to perform works of construction,
12 restoration and repair to portions of the Subject Property to prevent further damage and to
13 restore the same to its proper condition. Further, the Plaintiff has and will incur expert fees
14 and costs to investigate the defective conditions to determine the nature, extent and cause
15 of the defects as well as the reasonable and appropriate repairs. The Plaintiff will establish
16 the precise amount of such damages at trial, according to proof.

17 36. The Plaintiff is informed and believes and on that basis alleges as a further
18 direct and proximate result of the defective condition of the Subject Property, the members'
19 interests in the Subject Property and the value thereof have been reduced and diminished.
20 All of the above-described damages have occurred, but the amount thereof is precisely
21 unknown. When the precise amount is known, it will be established by way of amendment
22 to these pleadings or according to proof at the time of trial.

23 37. The Plaintiff is informed and believes and on that basis alleges as a further
24 direct and proximate result of the defective conditions of the Subject Property, the Plaintiff
25 was compelled to retain legal counsel to obtain recovery for the defective conditions.
26 Therefore, the Defendants are liable to the Plaintiff for those attorneys' fees reasonably
27 incurred in order to obtain compensation in an amount to be determined at trial.

28 ///

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

IV.

THIRD CAUSE OF ACTION

(Negligence Against All Defendants)

38. The Plaintiff refers to and incorporates by reference paragraphs 1 through 37 as though fully set forth at this point.

39. The Plaintiff is informed and believes and on that basis alleges the Defendants, and each of them, including DOES, were and are builders, contractors, subcontractors, suppliers, materialmen, architects and/or engineers, or other persons, entities or professionals who participated in the process of developing design, engineering and/or construction of the Subject Property and who performed works of labor, supplied materials, equipment and/or services necessary for the building and construction, including supervision of construction of the Subject Property with the knowledge that the Subject Property would be sold to and used by members of the public. In so doing, said Defendants, in their capacity as developer builder, contractor, subcontractor, supplier, materialman, architect, engineer and/or general contractor or otherwise, caused the Subject Property to be designed, engineered and/or constructed through their own works of labor, and supplying of materials, equipment and services, and through causing other contractors and subcontractors, including other Defendants, to perform works of labor, and to supply materials, equipment and services in order to properly complete the Subject Property so it could be sold to and used by members of the general public.

40. The Plaintiff is informed and believes and on that basis alleges that all the Defendants named herein, whether developer builder, contractor, subcontractor, supplier, materialman, architect, engineer or otherwise, performed work, labor and/or services upon the Subject Property and each knew or should have known that if the Subject Property was not properly or adequately designed, engineered, supervised and/or constructed, owners and users would be substantially damaged thereby and the Subject Property would be defective and not of merchantable quality. Likewise, the Defendants knew or reasonably should have known that if the Subject Property was not adequately designed, engineered,

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 constructed, or installed, that the owners and users would be substantially damaged thereby
2 and the Subject Property would be defective and not of merchantable quality.

3 41. The Defendants named herein were under a duty to exercise ordinary care as
4 developer, builder, contractor, subcontractor, supplier, materialman, architect, engineer or
5 otherwise to avoid reasonably foreseeable injury to users, owners and purchasers of the
6 Subject Property and knew, and should have foreseen with reasonable certainty that
7 purchasers, owners and/or users would suffer the monetary damages set forth herein if said
8 Defendants failed to perform their duty to cause the Subject Property to be designed,
9 engineered and completed in a proper and workmanlike manner.

10 42. In performing the works as developer, builder, contractor, subcontractor,
11 supplier, materialman, architect, engineer or otherwise, the Defendants, and each of them,
12 failed and neglected to perform the work, labor and services properly or adequately in that
13 each of said Defendants has negligently, carelessly and in an unworkmanlike manner
14 performed their work, labor and/or services such that the Subject Property as described
15 herein is designed, engineered and/or constructed improperly, negligently, carelessly and/or
16 in an unworkmanlike manner.

17 43. The Plaintiff is informed and believes and on that basis alleges the Defendants,
18 and each of them, in addition to that heretofore alleged, violated the Building Codes and
19 regulations of the Clark County, the Uniform Building Codes and/or the Nevada Revised
20 Statutes relating to development, common interest subdivisions, trade professionals, design
21 professionals, construction and sales of real estate.

22 44. The Plaintiff is informed and believes and on that basis alleges, in addition to
23 that heretofore alleged, the damages sustained by the Plaintiff were proximately caused by
24 the violations of the Codes alleged above.

25 45. The Plaintiff is informed and believes and on that basis alleges the damages
26 sustained by the Plaintiff are those which the Codes were designed to prevent and the
27 Plaintiff and its members are within the class of persons for whose protection the Codes
28 were adopted.

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 46. As a direct and proximate result of the foregoing violations of codes,
2 negligence, carelessness and unworkmanlike conduct, actions and/or omissions by said
3 Defendants, the Plaintiff has suffered damages in an amount precisely unknown, but
4 believed to be in excess of this court's jurisdiction, in that it has been, and now is, required
5 to perform works of construction, restoration and repair to portions of the Subject Property
6 to prevent further damage and to restore the same to its proper condition. Further, the
7 Plaintiff has and will incur expert fees and costs to investigate the defective conditions to
8 determine the nature, extent and cause of the defects as well as the reasonable and
9 appropriate repairs. The Plaintiff the precise amount of such damages at trial, according to
10 proof.

11 47. The Plaintiff is informed and believes and on that basis alleges as a further
12 direct and proximate result of the defective condition of the Subject Property, the Plaintiff and
13 its members interests in the Subject Property and the value thereof have been reduced and
14 diminished. All of the above-described damages have occurred, but the amount thereof is
15 precisely unknown. When the precise amount is known, it will be established by way of
16 amendment to these pleadings or according to proof at the time of trial.

17 48. The Plaintiff is informed and believes and on that basis alleges as a further
18 direct and proximate result of the defective condition of the Subject Property, the Plaintiff
19 was compelled to retain legal counsel to obtain recovery for the defective conditions.
20 Therefore, the Defendants are liable to the Plaintiff for those attorneys' fees reasonably
21 incurred in order to obtain compensation in a sum to be determined at trial.

22 V.

23 **FOURTH CAUSE OF ACTION**

24 **(Breach of Express Warranties against all Defendants)**

25 49. The Plaintiff refers to and incorporates by reference paragraphs 1 through 48
26 as though fully set forth at this point.

27 50. Plaintiff is informed and believes and based thereon alleges that Defendants
28 and DOES 1 through 100, inclusive, expressly warranted through sales brochures of the

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 Association Development, related advertising, circulars and materials; and through the
2 contracts of sale and related sales warranty information regarding the Association
3 Development, that the Subject Property was designed and constructed in a commercially
4 reasonable and habitable manner when Defendants offered the common areas and
5 appurtenances of the Subject Property for sale to the general public.

6 51. Plaintiff's members relied on Defendants express representations that the
7 Subject Property was marketed for sale to the general public, and thus of merchantable
8 quality suitable for their intended purpose, without major, significant defective causes, effects
9 or conditions, un-remedied or unrepaired by said Defendants.

10 52. Defendants breached these express warranties by selling the common areas
11 and appurtenances of the Subject Property with the above-described deficiencies in the
12 design, specification, planning supervision, observation of construction, development and/or
13 improvement and repair of the Subject Property.

14 53. As a direct and proximate result of the breach of the express warranties by
15 Defendants as herein above alleged, Plaintiff and its members suffered damages stemming
16 from the construction defects at the Subject Property.

17 54. Plaintiff is informed and believes and thereupon alleges that as a direct and
18 proximate result of the breaches set forth herein, Plaintiff has suffered damages in an
19 amount precisely unknown, but believed to be within the jurisdiction of the Court in that it has
20 been and will hereafter be required to perform investigations and works of repair, restoration,
21 and construction to portions of the Subject Property to prevent further damage and to restore
22 the structures to their proper condition and/or will suffer damages in an amount the full
23 nature and extent of which shall be ascertained according to proof at trial.

24 VI.

25 FIFTH CAUSE OF ACTION

26 (Declaratory Relief against the Defendants)

27 55. The Plaintiff refers to and incorporates by reference paragraphs 1 through 54
28 as though fully set forth at this point.

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

56. Plaintiff is informed and believes and thereupon alleges that an actual controversy now exists between Plaintiff and Defendants regarding the interpretation of NRS 40.600 *et. seq.* as it relates to the Plaintiffs' pre-litigation claims and this Complaint, the determination of which is essential to the administration of justice in this lawsuit. In particular, Plaintiff alleges that these Defendants failed to respond to certain defects pursuant to NRS 40.600 *et. seq.*, and therefore forfeited its right to repair under NRS 40.600 *et. seq.*. Plaintiff is informed and believes and thereupon alleges that Defendants assert they were never provided an opportunity to make repairs before litigation was initially commenced. Plaintiffs' assert that Defendants were given the opportunity to, and in fact, in some cases, did attempt to make repairs, however the repairs have since failed, necessitating the commencement of litigation. Plaintiffs further allege that irrespective of the Court's determination on this single issue, pursuant to NRS 40.600 *et. seq.*, this action was properly commenced and the Plaintiff has standing to commence this action.

57. Plaintiff desire a judicial determination of their respective rights including a stay of any and all applicable statutes of repose or limitation pending further discovery implicating design professionals not yet named pursuant to NRS 40.6884; and a judicial determination of duties owed by the Defendants in connection with the matters herein alleged and a judgment in Plaintiffs' favor, as to any obligations by Defendants, and each of them, owed to Plaintiff.

58. Plaintiff is informed and believes and thereupon alleges that if it is determined that these Defendants did not respond to certain defects, then the Court may impose certain penalties against Defendants and not award attorney's fees to these Defendants and may not deny an award of attorney's fees to Plaintiff.

WHEREFORE, the Plaintiff prays judgment against the Defendants, and each of them, as follows:

1. For compensatory damages in excess of this court's minimum jurisdiction of fifty thousand dollars (\$50,000.00) according to proof;

2. For costs of suit incurred herein, including all costs as provided for by statute;

PURSIANO BARRY LAVELLE BRUCE HASSIN, LLP

851 S. Rampart Blvd., Suite 260
Las Vegas, Nevada 89145
702-233-2063 FAX: 233-2064

1 3. For attorneys' fees reasonably incurred to obtain compensation for the
2 defective conditions;

3 4. For all interest as provided by law, including pre-judgment interest; and

4 5. For such other and further relief as the court deems just and proper.
5

6 Dated this 12th day of April, 2011.

7 PURSIANO BARRY LAVELLE BRUCE
8 HASSIN, LLP

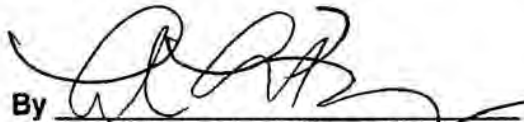
9
10 By 
11 DAVID T. PURSIANO, ESQ.
12 Nevada State Bar No. 005464
13 LAUREL L. BARRY, ESQ.
14 Nevada State Bar No. 0010311
15 JAMES V. LAVELLE III, ESQ.
16 Nevada State Bar No. 000555
17 851 South Rampart Blvd., Ste. 260
18 Las Vegas, Nevada 89145
19 (702) 233-3063
20
21
22
23
24
25
26
27
28

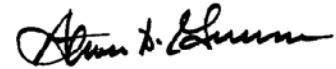
EXHIBIT 13

(Part 1)

Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the *Seven Hills* action (ISIC 4624-4646)

Part 1 (ISIC 4624-4629)

Electronically Filed
08/14/2012 03:54:44 PM



CLERK OF THE COURT

1 **TPC**
2 **NICHOLAS B. SALERNO, ESQ.**
3 Nevada Bar No. 6118
4 **SHANNON G. SPLAINE, ESQ.**
5 Nevada Bar No. 8241
6 **LINCOLN, GUSTAFSON & CERCOS**
7 3960 Howard Hughes Parkway
8 Suite 200
9 Las Vegas, NV 89169
10 (702)257-1997/
11 FAX (702)257-2203

12 Attorneys for Defendants, GRANITE SILVER DEVELOPMENT PARTNERS,
13 LIMITED PARTNERSHIP; FC-SILVER CANYON, INC; AMERICAN NEVADA SEVEN
14 HILLS LIMITED PARTNERSHIP; SS SEVEN HILLS, INC.; SILVER CANYON
15 CORPORATION; and AMERICAN NEVADA COMPANY, LLC

16 DISTRICT COURT

17 CLARK COUNTY, NEVADA

18 SEVEN HILLS MASTER COMMUNITY
19 ASSOCIATION, a Nevada Non-Profit
20 Corporation,

21 Plaintiff,

22 v.

23 GRANITE SILVER DEVELOPMENT
24 PARTNERS, LIMITED PARTNERSHIP, a
25 foreign limited partnership; FC-
26 SILVER CANYON, INC., a foreign
27 corporation; AMERICAN NEVADA
28 SEVEN HILLS LIMITED PARTNERSHIP,
a Nevada limited partnership; SS
SEVEN HILLS, INC., a Nevada
corporation; SILVER CANYON
CORPORATION, a Nevada
corporation; AMERICAN NEVADA
COMPANY, LLC, a Nevada Limited
Liability Company, and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: A-11-639041-D
DEPT. NO.: XXII

**GRANITE SILVER DEVELOPMENT
PARTNERS, LIMITED PARTNERSHIP;
FC-SILVER CANYON, INC.;
AMERICAN NEVADA SEVEN HILLS
LIMITED PARTNERSHIP; SS SEVEN
HILLS, INC.; SILVER CANYON
CORPORATION; and AMERICAN
NEVADA COMPANY, LLC'S AMENDED
THIRD-PARTY COMPLAINT**

GRANITE SILVER DEVELOPMENT
PARTNERS, LIMITED PARTNERSHIP, a
foreign limited partnership; FC-
SILVER CANYON, INC., a foreign
corporation; AMERICAN NEVADA
SEVEN HILLS LIMITED PARTNERSHIP,
a Nevada limited partnership; SS

-2-

FIRST CAUSE OF ACTION

(Equitable/Partial/Total Indemnification and/or Contribution)

I.

The true names or capacities, whether individual, corporate, associate or otherwise, of Third-Party Defendants, DOES 1 through 50 and ROES 4 through 100, inclusive, are unknown to Third-Party Plaintiffs at this time, who therefore sue said Third-Party Defendants by such fictitious names and will ask leave of Court to amend this Third-Party Complaint to show the true names and capacities when the same have been ascertained. Third-Party Plaintiffs are informed and believe and thereon allege that each of the Third-Party Defendants designated herein as a ROE were the builders, constructors, subcontractors, improvers, and/or component part suppliers or installers with respect to the real property and are responsible in some manner for the events and happenings herein referred to and which proximately caused damages to Plaintiff and Third-Party Plaintiffs, as hereinafter alleged.

II.

At all times mentioned herein, each of the Third-Party Defendants were the agent and employee of each of the remaining Third-Party Defendants and was at all times acting within the purpose and scope of said agency and employment.

III.

At all times mentioned herein, Third-Party Plaintiffs are business entities duly organized and existing under the laws of the State of Nevada and doing business in the County of Clark, State of Nevada.

///

IV.

At all times mentioned, Third-Party Plaintiffs are informed and believe and thereon allege that each Third-Party Defendant is an individual, corporation or entity duly organized and existing under the laws of the State of Nevada or doing business in the State of Nevada, County of Clark, and that each Third-Party Defendant is an alter ego of the principals of such Third-Party Defendant.

V.

Plaintiff, SEVEN HILLS MASTER COMMUNITY ASSOCIATION, a Nevada Non-Profit Corporation (hereinafter referred to as "Plaintiff"), filed its Complaint in the Clark County Eighth Judicial District Court, Case No. A639041, alleging among other things, that Defendants therein caused injuries and damages to Plaintiff. The allegations of the Complaint are incorporated herein by this reference as though fully set forth at this place as is the Answer filed in this matter on behalf of Third-Party Plaintiffs.

VI.

At all times herein mentioned, Third-Party Plaintiffs are informed and believe and upon such information and belief allege that Third-Party Defendants, and each of them, were the builders, constructors, subcontractors, improvers, and/or component part suppliers or installers with respect to the real property and improvements referenced in Plaintiff's Complaint.

VII.

At all times herein mentioned, Third-Party Plaintiffs are informed and believe and upon such information and belief allege that Third-Party Defendants, and each of them, negligently and

1 carelessly built, constructed, subcontracted, improved, supplied,
2 and installed component parts of the real property and improvements
3 referenced in Plaintiff's Complaint.

4 **VIII.**

5 Without admitting any of the allegations of Plaintiff's
6 Complaint, Third-Party Plaintiffs allege that if there is any
7 liability on the part of Third-Party Plaintiffs to Plaintiff, or to
8 anyone, as a result of the alleged damages suffered by Plaintiff,
9 said damages were proximately caused by the above-described
10 negligent and careless conduct of Third-Party Defendants, and each
11 of them.

12 **IX.**

13 Third-Party Plaintiffs deny the negligence or other wrongful
14 conduct on its part, but if Third-Party Plaintiffs are found to
15 have been negligent or guilty of wrongful conduct, said negligence
16 or wrongful conduct was of a secondary and passive nature, while
17 Third-Party Defendants, and each of them, were actively and
18 primarily negligent as described above.

19 **X.**

20 By reason of the foregoing, and in equity and in good
21 conscience, if Plaintiff recovers against Third-Party Plaintiffs,
22 then Third-Party Plaintiffs are entitled to an equitable
23 apportionment of the liability amongst Third-Party Plaintiffs and
24 Third-Party Defendants, and each of them, and/or contribution by
25 Cross-Defendants upon payment of judgment, according to the extent
26 of their respective responsibilities for the injuries and damages
27 sustained by Plaintiff as a result of any judgment returned against
28 Third-Party Plaintiffs based upon Plaintiff's Complaint. Third-

1 Party Plaintiffs therefore seek equitable/partial/total indemnity
2 and/or contribution against Third-Party Defendants, and each of
3 them, for any amounts which may be paid by way of judgment,
4 settlement, or any amounts expended for investigation, attorneys'
5 fees, Court costs and such other and further expenses as may be
6 incurred in the defense of said claim.

7 **XI.**

8 Further, Third-Party Plaintiffs seek implied contractual
9 indemnity from Third-Party Defendants, and each of them, for any
10 amounts which may be paid by way of judgment, settlement, or any
11 amounts expended for investigation, attorneys' fees, court costs
12 and such other and further expenses as may be incurred in the
13 defense of said claim. Third-Party Plaintiffs allege that their
14 liability, if any, to Plaintiff is solely derivative or vicarious
15 in nature in that their negligence, if any, is passive and
16 secondary and Third-Party Defendants' negligence is active and
17 primary and the immediate and proximate cause of Plaintiff's loss.

18 **SECOND CAUSE OF ACTION**

19 **(Express Indemnity as to all Third-Party Defendants)**

20 **XII.**

21 Third-Party Plaintiffs refer to Paragraphs I through XI of its
22 First Cause of Action and by such reference hereby incorporates the
23 same herein as though fully set forth at this place.

24 **XIII.**

25 Third-Party Plaintiffs are informed and believe and thereon
26 allege that Third-Party Defendants, and each of them, entered into
27 written Subcontracts with Third-Party Plaintiffs which require
28 Third-Party Defendants, and each of them, to save and hold Third-

EXHIBIT 13

(Part 2)

Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the *Seven Hills* action (ISIC 4624-4646)

Part 2 (ISIC 4630-4646)

1 Party Plaintiffs harmless from the claims asserted by Plaintiff in
2 this matter as follows:

3
4 Subcontractor shall indemnify and hold and save
5 Contractor and the Property free of and harmless from
6 any and all actions or causes of action, claims,
7 demands, liabilities, losses, damages, or expenses of
8 any kind and nature, including counsel or attorneys'
9 fees and court costs, whether incurred under this
10 Contract or otherwise, which Contractor or the Property
11 shall or may at any time sustain or be liable in
12 consequence of any inquiry or damage to person or
13 property which may arise directly or indirectly from the
14 performance of this Contract by the Subcontractor,
15 whether such performance be by the Subcontractor or by
16 subcontractor(s), materialmen or suppliers or anyone
17 directly or indirectly employed or engaged by any of
18 them.

19 Said provision includes a separate and immediate duty to
20 defend Third-Party Plaintiffs and is more fully set forth in the
21 Subcontracts between Third-Party Plaintiffs and Third-Party
22 Defendants, and each of them, which is incorporated herein by
23 reference.

24 XIV.

25 Third-Party Plaintiffs have requested that Third-Party
26 Defendants, and each of them, defend, indemnify and hold Third-
27 Party Plaintiffs harmless, pursuant to the terms of the written
28 contracts, for damages, attorneys fees and costs, among other
29 things. Third-Party Plaintiffs hereby again tender their defense
30 and indemnification to Third-Party Defendants, and each of them, by
31 way of this Third-Party Complaint pursuant to the terms of the
32 written contracts between the Third-Party Plaintiffs and Third-
33 Party Defendants, and each of them.

34 ///

35 ///

36 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XV.

Third-Party Plaintiffs are informed and believe and thereon allege that Third-Party Defendants, and each of them, have refused to defend, indemnify and hold Third-Party Plaintiffs harmless, pursuant to the terms of the written contracts, for damages, attorneys fees and costs, among other things.

XVI.

As a direct and proximate result of Third-Party Defendants' refusal to defend, indemnify and hold Third-Party Plaintiffs harmless, pursuant to the terms of the written contracts, for damages, attorneys fees and costs, among other things, Third-Party Plaintiffs have been damaged in a sum which will be shown according to proof.

THIRD CAUSE OF ACTION

(Breach of Contract)

XVII.

Third-Party Plaintiffs refer to Paragraphs I through XVI of its First and Second Causes of Action and by such reference hereby incorporates the same herein as though fully set forth at this place.

XVIII.

Third-Party Plaintiffs are informed and believe and thereon alleges that the aforementioned written Subcontracts between Third-Party Plaintiffs and Third-Party Defendants, and each of them, include an obligation to provide general liability coverage for Third-Party Plaintiffs as an additional insured to Third-Party Defendants, and each of their applicable general liability policies.

XIX.

Third-Party Plaintiffs are informed and believe and thereon allege that Third-Party Defendants, and each of them, have breached the aforementioned provisions of the contract by failing to purchase public liability insurance consistent with the aforementioned contractual requirements. As a direct and proximate result of Third-Party Defendants' breach of contract, Third-Party Plaintiffs have been damaged in a sum according to proof.

FOURTH CAUSE OF ACTION**(Breach of Express Warranty/Contract)****XX.**

Third-Party Plaintiffs refer to Paragraphs I through XIX of its First, Second, and Third Causes of Action and by such reference hereby incorporate the same herein as though fully set forth at this place.

XXI.

Third-Party Plaintiffs are informed and believe and thereon allege that the aforementioned contracts entered with Cross-Defendants provided all work would be performed in conformance with City, County, and/or State regulations, in conformance with the plans and specifications, and in a good workmanlike manner.

XXII.

Third-Party Plaintiffs are informed and believe and thereon allege that Third-Party Defendants, and each of them, breached the aforementioned portion of the contract by failing to provide materials and perform work consistent with the contractual language above.

///

XXIII.

As a direct and proximate result of Third-Party Defendants' breach of warranty, Third-Party Plaintiffs have been damaged in the sum according to proof.

FIFTH CAUSE OF ACTION**(Breach of Implied Warranty)****XXIV.**

Third-Party Plaintiffs refer to Paragraphs I through XXIII of its First, Second, Third, and Fourth Causes of Action and by such reference hereby incorporate the same herein as though fully set forth at this place.

XXV.

Third-Party Plaintiffs are informed and believe and thereon allege that Third-Party Defendants, and each of them, impliedly warranted that all work performed pursuant to the agreement would be performed in a good and workmanlike manner, in full accordance with the provisions and conditions of the written agreements, the plans, specifications, local building codes, and industry practices.

XXVI.

Third-Party Plaintiffs relied upon said implied warranties and believed that such work was performed pursuant to said implied warranties and would be of a good and workmanlike manner and fit for its intended use and purpose.

XXVII.

Third-Party Plaintiffs are informed and believe and thereon allege that Third-Party Defendants, and each of them, breached said warranties and that it has been alleged by Plaintiff that the

1 residential units and common areas of the project are experiencing
2 failure in various respects.

3 **XXVIII.**

4 As a proximate result of the breach of express/implied
5 warranties by Third-Party Defendants, and each of them, Third-Party
6 Plaintiffs allege that they will suffer damages in a sum which will
7 be shown according to proof.

8 **XXIX.**

9 This Third-Party Complaint will serve as notice of such
10 conditions, and Third-Party Plaintiffs are informed and believe and
11 thereon allege that Third-Party Defendants, and each of them,
12 decline to acknowledge their responsibilities to repair the alleged
13 defects as referenced above.

14 **SIXTH CAUSE OF ACTION**

15 **(Declaratory Relief)**

16 **XXX.**

17 Third-Party Plaintiffs refer to paragraphs I through XXIX of
18 its First, Second, Third, Fourth, and Fifth Causes of Action and by
19 such reference hereby incorporate the same herein as though fully
20 set forth at this place.

21 **XXXI.**

22 A dispute has arisen and actual controversy now exists between
23 Third-Party Plaintiffs and Third-Party Defendants, and each of
24 them, as to the rights and liabilities with respect to any ultimate
25 responsibility in the underlying action, and with respect to the
26 rights to receive, or duty to give, indemnification in proportion
27 to their comparative fault, if any. Third-Party Plaintiffs contend
28 that if they suffer judgment in the underlying action or if they

1 pay monies by way of reasonable compromise of said claims, Third-
2 Party Plaintiffs are entitled to be indemnified by Third-Party
3 Defendants, and each of them, and to judgment over and against
4 them, to the extent Third-Party Defendants' responsibility in the
5 underlying action exceeds its percentage of negligence, fault or
6 liability, if any. Third-Party Plaintiffs are informed and believe
7 that Third-Party Defendants, and each of them, contend to the
8 contrary. Therefore, an actual controversy exists relative to the
9 legal duties and rights of the respective parties.

10 **XXXII.**

11 All of the rights and obligations of the parties hereto arose
12 out of what is actually one transaction or one series of
13 transactions, happenings or events, all of which can be settled and
14 determined in a judgment in this one action. Third-Party
15 Plaintiffs allege that an actual controversy exists between the
16 parties to the original Complaint and Third-Party Complaint under
17 the circumstances alleged. A declaration of rights,
18 responsibilities and obligations of Third-Party Plaintiffs and
19 Third-Party Defendants, and each of them, is essential to determine
20 their respective obligations in connection with the principle
21 action and Third-Party claims. Third-Party Plaintiffs have no true
22 and speedy remedy at law of any kind.

23 **XXXIII.**

24 It has been necessary for the Third-Party Plaintiffs to retain
25 the services of an attorney to bring this action. Accordingly,
26 Third-Party Plaintiffs may be entitled to recover their reasonable
27 attorneys' fees and costs incurred herein.
28

1 WHEREFORE, Third-Party Plaintiffs prays for judgment as
2 follows:

3 1. That Third-Party Plaintiffs be entitled to express
4 indemnity from Third-Party Defendants, and each of them;

5 2. That Third-Party Plaintiffs be entitled to implied
6 contractual indemnity, equitable indemnity, apportionment and
7 contribution from Third-Party Defendants, and each of them;

8 3. That Third-Party Plaintiffs be entitled to damages for
9 breach of contract in a sum which will be shown according to proof;

10 4. That Third-Party Plaintiffs be entitled to damages for
11 breach of express and implied warranty in a sum which will be shown
12 according to proof;

13 5. For declaration of rights and obligations as between
14 Third-Party Plaintiffs and Third-Party Defendants;

15 6. For attorneys fees and costs incurred herein;

16 7. For costs of suit incurred herein; and

17 8. For such other and further relief as the Court deems just
18 and proper.

19 DATED this 14th day of August, 2012.

20 LINCOLN, GUSTAFSON & CERCOS

21 

22 **NICHOLAS B. SALERNO, ESQ.**

23 Nevada Bar No. 6118

24 **SHANNON G. SPLAINE, ESQ.**

25 Nevada Bar No. 8241

26 3960 Howard Hughes Parkway, Suite 200

27 Las Vegas, NV 89169

28 Attorneys for Defendants, GRANITE SILVER
DEVELOPMENT PARTNERS, LIMITED PARTNERSHIP;
FC-SILVER CANYON, INC; AMERICAN NEVADA
SEVEN HILLS LIMITED PARTNERSHIP; SS SEVEN
HILLS, INC.; SILVER CANYON CORPORATION;
and AMERICAN NEVADA COMPANY, LLC

v:\p-t\seven hills (monuments)\attorney notes\drafts\pleadings\20120814_tpc_amended_sdi.docx

EXHIBIT 14

(Part 1)

September 24, 2009 letter from Helm & Associates to Ironshore and others with enclosed
Chapter 40 Notice, claimant's notice, defects list, reports and job file documents
Part 1 (ISIC 1100-1108, 1117-1135, 1139, 1143-1146, 1150)

**HELM &
ASSOCIATES**
ATTORNEYS AT LAW

2810 West Charleston Boulevard
Suite No. G-67
Las Vegas, Nevada 89102

TELEPHONE: (702) 258-0022

FACSIMILE: (702) 258-0114

E-MAIL: KevinH@helmandassociates.net

KEVIN E. HELM, ESQ. *
J. STEPHEN DOLEMBO, ESQ.
BRYAN J. URE, ESQ.

* A Professional Corporation
‡ Licensed in California, Idaho,
Nevada and Utah
† Licensed in Nevada

September 24, 2009

Harold Grant
CRAWFORD TECHNICAL SERVICES
3050 Saturn Street, Suite 200
Brea, CA 92821-6221

Claims Manager
GREAT AMERICAN INSURANCE
P.O. Box 2948
Cincinnati, OH 45201

Peggy Easton-Smith
ST. PAUL TRAVELERS
P.O. Box 71018
Las Vegas, NV 89170

"CARE CENTER - NEW LOSS"
ZURICH N.A.
P.O. Box 66695
Chicago, IL 60666-0695

Patricia Gier
ZURICH N.A.
1850 E. Flamingo Rd., Suite 240
Las Vegas, NV 89119

R. Scott Rasmussen, Esq.
HANSEN RASMUSSEN, LLC
1835 Village Center Circle
Las Vegas, NV 89134

Ryan Smith
LEXINGTON INSURANCE CO. LIMITED
(AIG Building)
68 Fenchurch Street
London, EC3M4AB, UK

Claims Manager
ARCH SPECIALTY INSURANCE GROUP
One Liberty Plaza, 53rd Floor
New York, NY 10006

Claims Manager
AXIS U.S. INSURANCE
11680 Great Oaks Way, Suite 500
Alpharetta, GA 30022

Claims Manager
NAUTILUS INSURANCE GROUP
7233 E. Butherus Dr.
Scottsdale, AZ 85260

Claims Manager
IRONSHORE INSURANCE
50 California Street, Suite 1500
San Francisco, CA 94111

Re: CEDCO, Inc. adv. Seven Hills Master Community
Association (Monuments) - New Chapter 40 Claims
Insured: CEDCO, Inc.
Case: Seven Hills Master Planned Community Association v.
American Nevada Company, LLC
Project: Seven Hills Master Community Association - Monuments
Our File No.: 5026.166
*****NEW LOSS*****

RECEIVED
OCT 26 2009
MCA

106134-MA

ISIC 1100

AA00286

Re: CEDCO, Inc. adv. Seven Hills Master Community - Monuments

Date: September 24, 2009

Page: 2

Dear Harold, Peggy, Patricia, Scott, Ryan & Claims Managers:

This letter shall serve as a tender of defense for CEDCO, Inc. pursuant to your contract of insurance as set forth herein for the above-referenced matter. This matter involves alleged construction deficiencies at the Monuments in the Seven Hills Master Community Association. Per the request of CEDCO, Inc., please assign this file to Helm & Associates to protect the request of your insured. Should you have any questions regarding this request, please contact Kelly Marlar at CEDCO, Inc., (702) 361-6550.

It is my understanding CUIC insured CEDCO, Inc. from 02/11/97 through 02/11/99 under Policy No.'s BCG000177 and BCG000364; Great American from 02/11/99 through 04/14/99 under Policy No. PL2291976; St. Paul Travelers from 04/12/99 through 04/12/01 under Policy No.'s KK08300891 and KK08301235; Zurich from 4/12/01 through 4/12/03, under Policy No.'s CON50022947 and CON50022988; Nevada Contractors Insurance from 4/18/03 through 4/18/04 under Policy No. GL50291031; Lexington from 4/18/04 through 4/18/05 under Policy No. 1070373; Arch Specialty from 04/18/05 through 05/01/06 under Policy No. GAP0005976; Axis from 11/01/05 through 07/18/07 under Policy No.'s EAP716811-05 and EAP727873-06; Nautilus Insurance Group from 07/18/07 through 07/18/08 under Policy No. BK0011670-0; and Ironshore Insurance from 06/01/09 to 06/01/10 under Policy No. 018ER0905001.

Enclosed for your review is a CD containing a copy of Lincoln, Gustafson & Cercos, LLP's Chapter 40 Notice dated September 8, 2009; Claimant's Notice dated August 19, 2009; and all reports and or job file documents with regard to the previous Seven Hills Master Community Case, District Ct. Case No. A513374.

Please be sure to courtesy copy this office on any responses to this tender.

I look forward to hearing from you.

Very truly yours,

HELM & ASSOCIATES

/s/ Kevin E. Helm, Esq.

KEVIN E. HELM, ESQ.

KEH/kc

Enclosure-CD

cc: Mike Davis (letter only) €

050513374

ISIC 1101

AA002287

SEP. 8. 2009 11:19AM

NO. 5729 P. 4

Pursiano | Barry | Lavelle, LLP

August 18, 2009

**VIA E-MAIL AND CERTIFIED MAIL /
RETURN RECEIPT REQUESTED**
Robert Solomon, General Counsel
American Nevada Company, LLC
801 N. Green Valley Parkway, Suite 200
Henderson, Nevada 89074-7105

Re: Seven Hills Master Community Association—Chapter 40 Notice

Dear Mr. Solomon:

Please let this serve as the Seven Hills Master Community Association's ("Association") notice under NRS 40.600 et seq. pertaining to specific construction defect issues enumerated below. Pursuant to your e-mail of August 13, 2009, we understand you are authorized to accept this notice on behalf of all of the developing entities of Seven Hills including but not limited to the Silver Canyon Partnership and its Forest City and American Nevada Company affiliated partners in lieu of compliance with the service requirements under NRS 40.645(1)(a).

The construction defect issues are as follows:

1. Design and construction defects at the entry monuments not previously repaired and not included in the recent settlement of the Association claims for walls and wall caps. The total entry monuments at issue are approximately 18;
2. Design and construction defects at the streetlight poles throughout the Association community;
3. Design and construction defects relative to water metering, irrigation, landscaping and hard scape at the Robert's Realty property.

Over the past two years, we have attempted to reach a mutual resolution of each of these issues. To say the least, our clients have engaged in extensive investigation, discussion and work toward resolving each of these issues short of resorting to litigation.

ISIC 1102

AA002288

SEP. 8. 2009 11:19AM

NO. 5729 P. 5

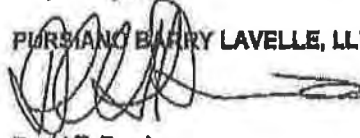
Rob Solomon
August 19, 2009
Page 2

Based on these circumstances and at the request of your clients, my client forbears from initiating litigation. It appears the negotiations are at an impasse which is the reason and cause of this notice. Further, for a variety of reasons, it is our belief that any applicable statutes of repose and/or limitation were tolled during this time period.

As required under NRS 40.600 et seq notice must be provided to any subcontractors, suppliers, manufacturers involved in these defect issues. We look forward to your response to this Notice.

Very truly yours,

PURSIANO BARRY LAVELLE, LLP



David T. Pursiano

DTP//
cc: Client

Sir Williams Court | 851 S. Rampart Blvd., Suite 280, Las Vegas, Nevada 89145 |
Phone: 866.233.8291 or 702.239.3063 | Fax: 702.233.3084 | Email: dpursiano@pbllawyers.com

ISIC 1103

AA002289

TO ArmudaSUBJECT CSON - Portofino Job # 9490MESSAGE This job is completeDATE 1/25/01

Please process the retention billing on \$25,000
 withheld from invoice 39782. When releases
 are available you can give the retention invoice
 to me - I will deliver it with my extras billing

SIGNED K

JAN 25 AM 10 02

REPLY

DATE

SIGNED

FORM 3501 UNCLASSIFIED

SENDER RETAIN CANARY COPY

RECIPIENT REPLY ON PINK COPY - RETAIN WHITE COPY

ISIC 1104

AA002290

CSO - Portofino - #9490

ISIC 1105

AA002291

CONSTRUCTION AGREEMENT

WITNESSETH THIS AGREEMENT made on this day of 2/23 /2000 by and between the parties known as CONSTRUCTION SPECIALIST OF NEVADA, INC hereinafter called the Contractor and CEDCO hereinafter called the subcontractor

RECITALS

WHEREAS, the Owner NevaStar Investments Corp , has property located on Grand Hills Drive in the 'Seven Hills' Community in Henderson, Nevada, commonly known as "Portofino", hereinafter the "Property", and

WHEREAS, Contractor is a general contractor, and has been hired by the Owner to manage and supervise all improvements and structures in order to complete construction of the plans approved for the Property, including the hiring of all sub-contractors, and

WHEREAS, Sub-Contractor hereby agrees to the terms and conditions herein, including furnishing at its' own expense, all labor, machinery and materials necessary to complete and install the work described herein in a good and workmanlike manner

AGREEMENT

Sub-Contractor shall provide and complete the following scope of work as further noted and described in the improvement plans and addendums thereto dated the day of 01/20/99, Revision _____, from _____, at the noted itemized prices

SCOPE OF WORK

SEVEN HILLS-PARCEL L- MASONRY RETAINING WALLS

Permit, labor, materials, and clean up of Cedco materials, and footing spoils Also including dampproofing and backfill CSO N will provide material for backfill

Initials

Page 1 of 4

In connection with this Agreement, the parties hereto further agree as follows to the following terms and conditions

ISIC 1106

AA002292

defects in labor and material furnished by it unless manufacturers specifications call for a longer period guarantee. Such guarantee shall commence from the date such governmental agency has issued a final certification of completion or occupancy, as applicable.

11 In the event either party institutes litigation hereto, the prevailing party shall be entitled to reasonable attorneys fees and costs.

12 If required by the Contractor, the Sub-Contractor shall provide a performance bond for completion of labor and material from a company acceptable to the Contractor.

13 Sub-contractor has up to six (6) months from the date it has completed the work herein to invoice the Contractor. Sub-contractor hereby agrees that any invoices received by Contractor, as evidenced by the postmark date, beyond this period shall not be payable and Sub-contractor shall have no recourse against Contractor or Owner of said project or property.

14 Sub-Contractor hereby agrees subject to acts of God and force majeure, to have all work completed per the scope of work herein within _____ days from the date of commencement which shall be within two business days upon notice from Contractor, on or about the THIRD week of FEBRUARY, 2000.

IN CONSIDERATION OF THE SCOPE OF WORK AND TERMS AND CONDITIONS HEREIN, the Contractor agrees to pay to the Sub-Contractor the total sum of _____ AND NO/100, \$ 97,814.02, said amount is total and includes any sales or other taxes. The total sum shall be paid as follows:

* 30 % Upon completion of _____	\$ 29,344.20
* 30 % Upon completion of _____	\$ 29,344.20
* 30 % Upon completion of _____	\$ 29,344.20
* 10 % _____ days after final acceptance of completion of work as noted below	\$ 9,781.42

UNLESS OTHERWISE PROVIDED HEREIN, THE ABOVE STATED CONTRACT PRICE SHALL BE PAID IN INSTALLMENTS AS PROGRESS PAYMENTS ARE MADE TO THE CONTRACTOR. THE SUB-CONTRACTOR WILL BE PAID HIS PROPORTIONATE SHARE IN EACH PROGRESS PAYMENT. CONTRACTOR SHALL HAVE THE RIGHT TO WITHHOLD FROM THE SUB-CONTRACTOR ANY PAYMENTS IF IT SHOULD FAIL TO PRESENT SATISFACTORY EVIDENCE THAT ALL CURRENT BILLS FOR LABOR AND MATERIALS, OR OTHER LIABILITIES HAVE BEEN PAID IN CONNECTION WITH THIS AGREEMENT, AND CONTRACTOR SHALL BE PROVIDED SUCH EVIDENCE IN THE FORM OF LABOR AND/OR MATERIAL RELEASES FROM ALL SUB-CONTRACTORS / SUPPLIERS, BEFORE ANY PAYMENTS ARE RELEASED TO SUB-CONTRACTOR.

Contractor hereby agrees to pay Sub-Contractor within fifteen business days from the 1st and 15th day of the month, any progress payment invoice Contractor receives for completed work provided such invoices are received, respectively, three (3) business days prior to the 1st and the 15th day of the month.

As noted above, the final payment due to Sub-Contractor under this Agreement shall be paid _____ (30) days after final acceptance, if any of a governmental agency with authority over the inspection of such work, and upon full satisfaction of the Contractor that Sub-Contractor shall have completed his work per this Agreement.

The Contractor and Sub-Contractor for themselves, their executors, successors and assigns hereby agree to the full performance of the covenants, terms and conditions of this Agreement.

Initials

(RM) [Signature]

IN WITNESS hereof, the parties hereto have fully read this Agreement and upon execution below hereby agree to all terms and conditions of this Agreement

CONSTRUCTION SPECIALIST OF NEVADA, INC

(Contractor) Nevada License # 47288

By *R. D. M. D. M. D. M. D.*
Its VICE PRES.

(Sub-Contractor) Nevada License # 76432

By *C. J. L. L. L. L. L. L.*
Its Director

CONTRACT BALANCE SHEET

Developer	CSON	Cedco Job #	9490
Job Name.	Portofino	Job Start Date:	2/24/00
Contract #		Superintendent:	Donny
Billing Date	12th + 24th	PERMITS ???	

Prelim	<input checked="" type="checkbox"/>	SNS		Insurance Cert	
--------	-------------------------------------	-----	--	----------------	--

Original Contract \$	\$ 97,814 02		Adjusted Contract \$\$ Total
Change Order # 001	+ (660 00)	=	
Change Order # 002	+ (250,000 00)	=	
Change Order #	+ ()	=	
Change Order #	+ ()	=	
Change Order #	+ ()	=	
Change Order #	+ ()	=	

Date	Invoice #	Description	Invoice \$ Amount
3/31/00	37243	3090	29,344 20
4/28/00	37411	3090	29,344 20
5/25/00	37910	3090	29,344 20
6/19/00	38283	04	660 00
9/30/00	39728	1090	9781 42
10/10/00	39782	GC + Entry	250,000 00
1/26/01	40961	extra	26,185 10

#26/01

PERMIT HENDERSON FIRE DEPARTMENT PERMITPROJECT SEVERI-HILLS - SECONDARY ACCESS GATEADDRESS 1342 DILEVAUTE DR JOB PHONE 361-6650

*Knock lock
put on
secondary
access
gate
for final
4-18-01*

"SPECIAL" REVIEW AREAS

GATES	(Y)	(N)	PERMITS	(Y)	(N)
OCCUPANCIES	(Y)	(N)	PROCESSES	(Y)	(N)
EQUIPMENT	(Y)	(N)	SUBJECTS	(Y)	(N)

UNDERGROUND. (AFS SUPPLY)**PHONE**

APPROVED

COMMENTS

PRE KICK	_____	_____
THIRST BLK	_____	_____
HYDRO	_____	_____
FLUSH	_____	_____
CM&T	_____	_____
FINAL*	_____	_____

* SHALL BE COMPLETED PRIOR TO ANY AFS INSPECTIONS

AUTOMATIC FIRE SPRINKLERS MONITORING**PHONE**

APPROVED

COMMENTS

PARTIAL INSPECTIONS REQUESTED SEE SUPPLEMENTAL AFS FORM

HYDRO	_____	SYSTEM G.P.M.
PITOT	_____	_____
HANGER	_____	_____
CM&T	_____	_____
MONITOR	_____	_____
SERVICE	_____	_____
FINAL	_____	_____

FIRE ALARM/MONITORING**PHONE**

APPROVED

COMMENTS

CM&T	_____	_____
VISUAL	_____	_____
AUDIBLE	_____	_____
MANUAL	_____	_____
AUTOMATIC	_____	_____
MONITOR	_____	_____
SERVICE	_____	_____
FINAL*	_____	_____

* AFS FLOW AND TAMPER SHALL BE CONFIRMED PRIOR TO FINAL

BUILDING & SITE

APPROVED

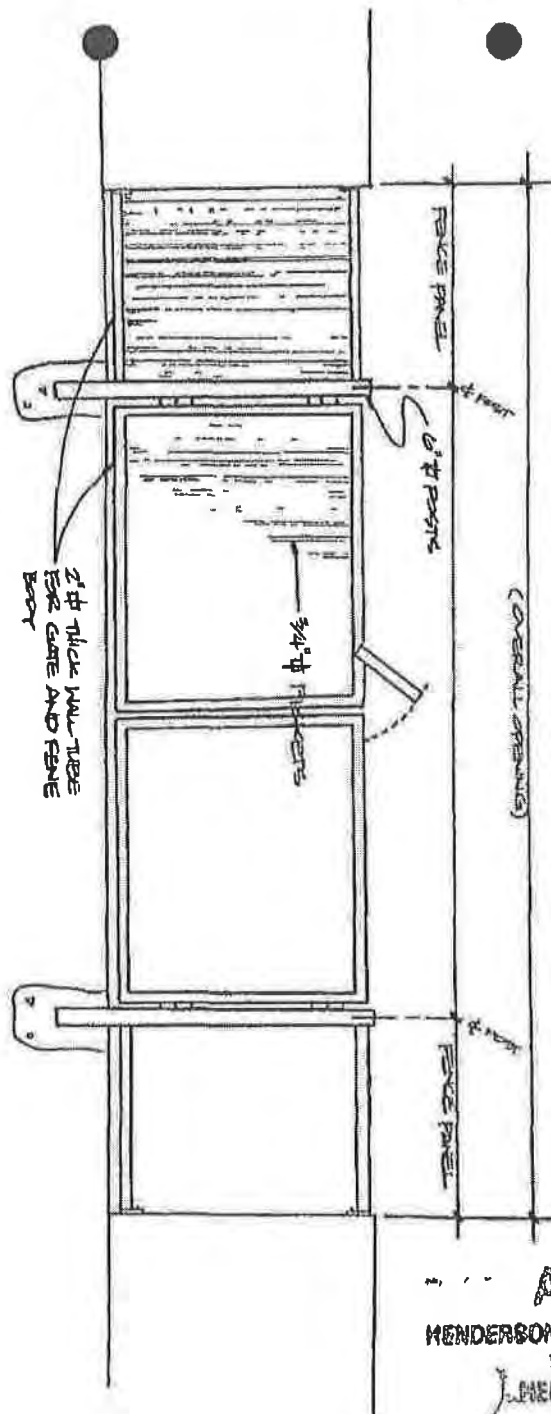
COMMENTS

HYDRANT	_____	_____
FIRE LANE	_____	_____
ADDRESS	_____	_____
EXIT SYSTEM	_____	_____
FIRE ASSEMBLY	_____	_____
EXTINGUISHER	_____	_____

THIS FORM SHALL REMAIN POSTED UNTIL CERTIFICATE OF OCCUPANCY IS
ISSUED. FAILURE TO MAINTAIN POSTING WILL RESULT IN RE-INSPECTIONS.
FPD016-A (REVISED 050195)

ISIC 1118

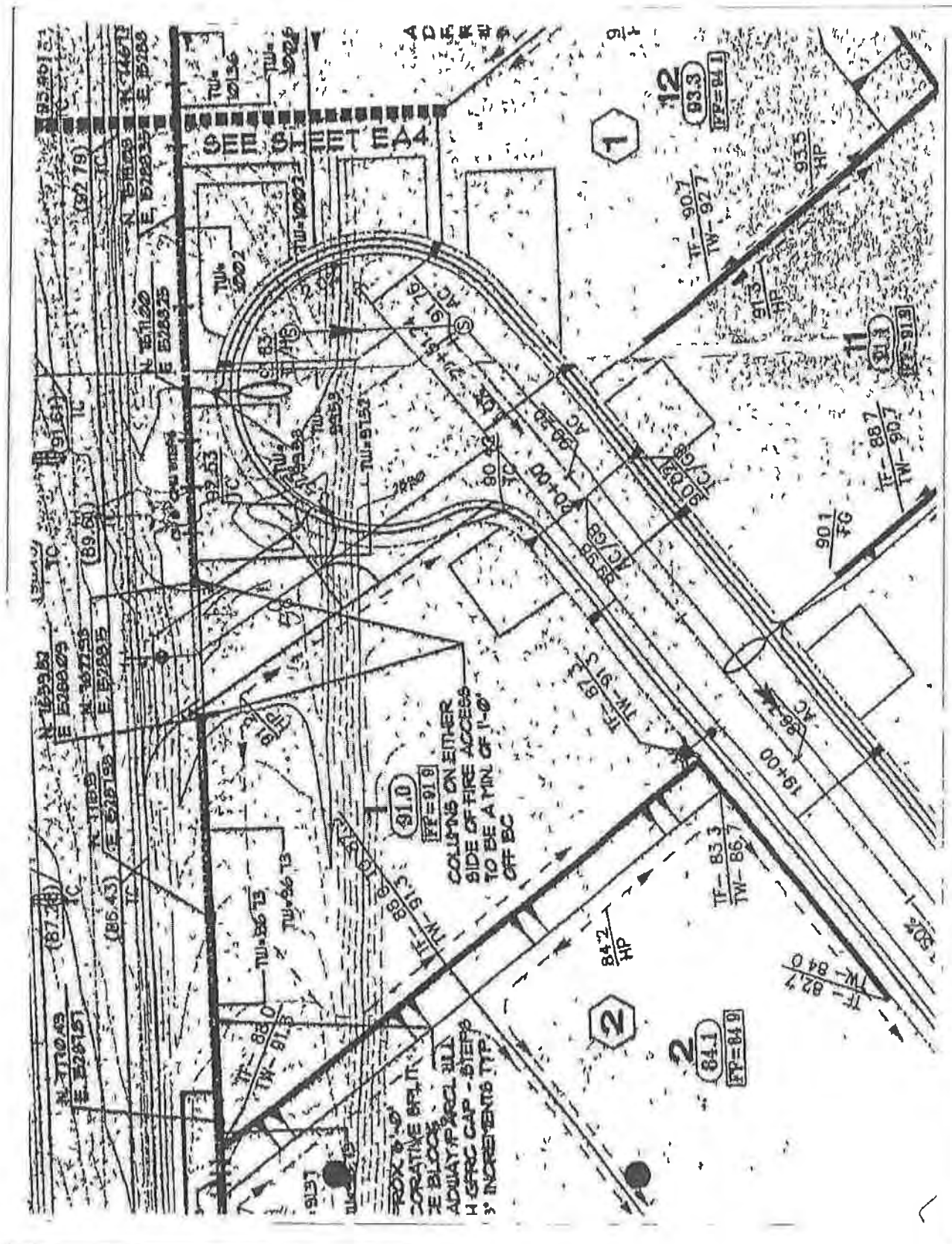
AA002296



ACCEPTED
HENDERSON FIRE PREVENTION DIVISION
223 LEAD STREET
HENDERSON, NV 89018
(702) 585-2300
By Thomas A. Nade
Date 3-14-01

ISIC 1119

AA002297



ISIC 1120

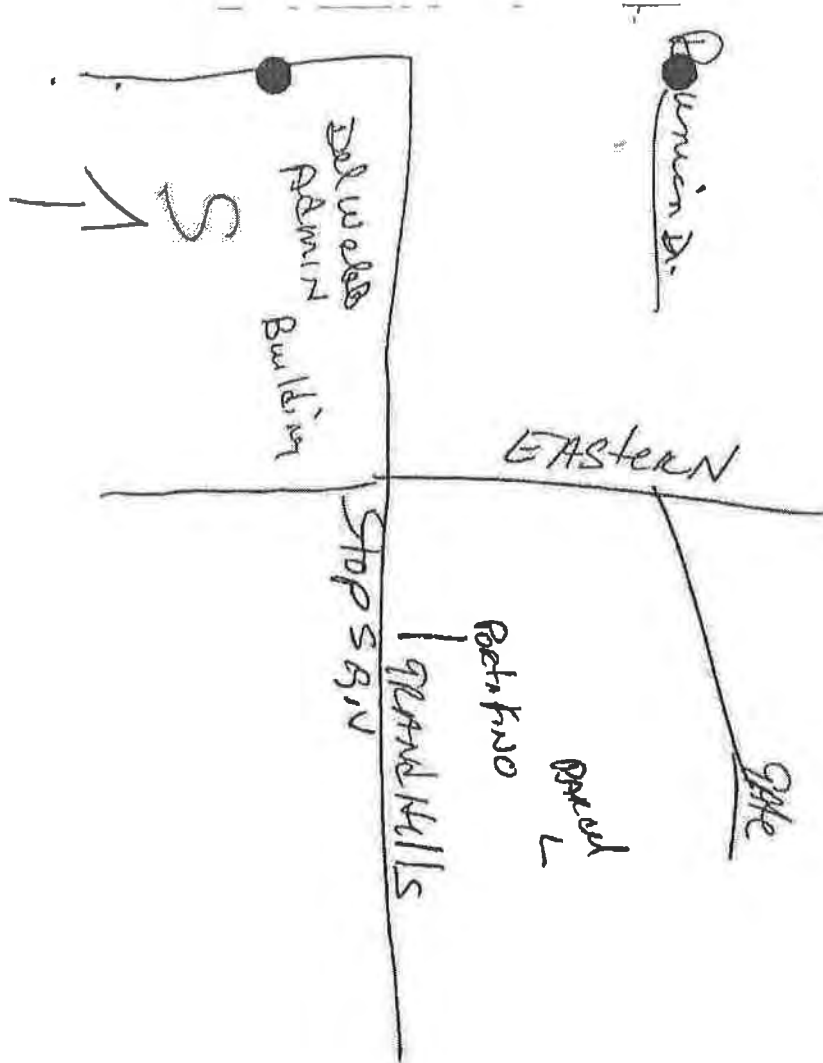
AA002298

HENDERSON FIRE DEPT- FIRE PREVENTION

DATE 9/21/11 NAME Cedric
 PROJECT NAME Gate @ 1274/1111 Parcel Y
 PROJECT ADDRESS 1312 D Neville Dr
 Plans Check Fee \$ 137.30
 (25 00 00-3371)-(4201)
 Permit Fee (T/R) \$
 (25 00 00-3373)-(4203)
 Reinspection Fee \$
 (25 00 00 3372) (4202)
 Contractor Paid OT \$
 (25 00 00 3374)-(4204)
 Escrow Deposit \$
 (25 00-00 3370) (4213)
 Records Mgmt Fee \$ 2.74
 (25 00-00-3178) (4630)
 Technology Fee \$ 5.75
 (25 00 00-3179) (4631)
 Miscellaneous \$
 (25 00 00 3656)
 TOTAL FEES \$ 142.85
 CHECK # 7214
 SIGNATURE tn:hp

ISIC 1121

AA002299



ISIC 1122

AA002300

**CONSTRUCTION SPECIALISTS OF NEVADA
CONSTRUCTION CHANGE ORDER**

SUBCONTRACTOR CEDCO, INC
DATE January 25, 2001
PROJECT PORTOFINO
CHANGE ORDER NO 003

IN ACCORDANCE WITH THE TERMS OF THE MASONRY CONTRACT ON THE ABOVE NAMED PROJECT, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PROCEED WITH THE FOLLOWING CHANGES IN THE WORK CONNECTED WITH SAID PROJECT THIS CHANGE ORDER BECOMES A PART OF THE EXISTING CONTRACT

CONTRACTOR AND SUBCONTRACTOR AGREE TO ADD THE FOLLOWING

ADDITION TO SCOPE OF WORK (M4122)	\$ 19,119 10
ENTRYWAY EXTRAS (M4121)	\$ 7,066 00
GROSS CHANGE	\$ 26,185 10

ORIGINAL CONTRACT AMOUNT	\$ 97,814 02
CHANGE ORDER 001	\$ 660 00
CHANGE ORDER 002	\$250,478 25
CHANGE ORDER 003	\$ 26,185 10
REVISED CONTRACT	\$375,137 37

SUBCONTRACTOR

CEDCO, INC

Kristin Baker

CONTRACTOR

CONSTRUCTION SPECIALISTS OF NV

ISIC 1123

**CEDCO, INC.**

January 25, 2001

CSO
175 Cassia Way #A115
Henderson, NV 89014-6643

PROPOSAL #M4122

RE Seven Hills - Portofino - Onsite Extras**Credit**

28 L F Crash Gate = (\$1,600 00)

Lot 6 Block 2 Left

96 L F 4 Course Retaining Wall with Split Face One Side with Dampproofing
@ \$40 00 L F = \$3,840 00

96 L F Flat Cap @ \$2 50 L F = \$240 00

26 L F 4' Wrought Iron View Fence @ \$17 00 L F = \$1,632 00

2 each 2' sq Piers with Labor to Install Cap @ \$310 00 each = \$620 00

2 each GFRCPier Cap with Tax and Delivery @ \$255 00 each = \$510 00

2 each Tile Insets @ \$45 00 each = \$90 00

Lot 4-6 Block 2 Rear

1 each "Scab On" Piers (5' above ret) @ \$550 00 each = \$550 00

1 each GFRCPier Cap with Tax and Delivery @ \$255 00 each = \$255 00

1 each Tile Insets @ \$45 00 each = \$45 00

Lot 2-3 Block 2 Rear

117 L F 8 Course Screen Wall with Split Face Both Sides with Fluted Band
Both Sides @ \$45 00 L F = \$5,265 00

15 L F 5 Course Screen Wall with Split Face Both Sides with Fluted Band Both
Sides @ \$36 00 L F = \$540 00

4 L F 3 Course Screen Wall with Split Face Both Sides with Fluted Band Both
Sides @ \$30 00 L F = \$120 00

136 L F GFRCPier Roadway Cap with Labor to Install with Tax with Delivery
@ \$13 50 L F = \$1,836 00

Lot 2 Block 1 Front

27 L F 3/4" Retaining Wall Planter with Dampproofing @ \$33 30 L F = \$899 10

Contractors License #26432

7210 Placid Las Vegas Nevada 89119

Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 1124

AA002302

CSON
 Seven Hills - Portofino
 January 25, 2001
 Page 2 of 2

PROPOSAL #M 4122

27 L F Pea gravel @ \$4 00 L F	=	\$108 00
12 cu yd Backfill @ \$6 00 cu yd	=	\$72 00
Lot 10 Block 2 Left		
44 L F 7 Course Screen Wall with Split Face One Side @ \$31 00 L F	=	\$1,364 00
24 L F 6 Course Screen Wall with Split Face One Side @ \$29 00 L F	=	\$696 00
27 L F 5 Course Screen Wall with Split Face One Side @ \$27 00 L F	=	\$729 00
30 L F 4 Course Screen Wall with Split Face One Side @ \$25 00 L F	=	\$750 00
Lot 7 Block 2 Right Front		
18 L F 7 Course Screen Wall with Split Face One Side @ \$31 00 L F	=	\$558 00
Total of Proposal	=	\$19,119 10

<u>Bid Includes</u>	Permit, labor, materials, and clean up of Cedco materials
<u>Bid Excludes</u>	Engineering/surveying, removal of spoils, caliche removal, embeds, soils compaction, or any sloped iron panels
<u>Note</u>	Final billing based on field verification of actual installed quantities
<u>Note</u>	Compliance with O S H A requirements per accepted trade practices for residential projects in Las Vegas

Sincerely,
 CEDCO, INC

Mike Davis
 Owner
 MMD/kkb

**CEDCO, INC.**

January 25, 2001

CSO
 175 Cassia Way #A115
 Henderson, NV 89014-6643

PROPOSAL #M4121**RE Seven Hills - Portofino - Entryway Extras**

8 L F Fence Panel East Side - between retainer and screen wall
 @ \$17 00 L F

= \$136 00

Long Range Receiver

= \$125 00

48 Button Transmitters

= \$1,080 00

Patina Verde Green in lieu of Black Paint

= \$1,500 00

Work Order #39619 (attached)
 Hoe Ram and Haul Off

= \$4,225 00

Total of Proposal**\$7,066 00**

Bid Includes
Bid Excludes

Note
Note

Permit, labor, materials, and clean up of Cedco materials
 Engineering/surveying, removal of spoils, caliche removal, embeds, soils
 compaction, or any sloped iron panels
 Final billing based on field verification of actual installed quantities
 Compliance with OSHA requirements per accepted trade
 practices for residential projects in Las Vegas

Sincerely,
 CEDCO, INC

Mike Davis
 Owner

MMD/kkb

Contractors License #26432
 7210 Placid Las Vegas Nevada 89119
 Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 1126

AA002304



Contractors License #26432
7210 Placid • Las Vegas, Nevada 89119
(702) 361-6550 • Fax (702) 361-8281

WORK ORDER

№ 39619

INVOICE OR JOB NUMBER

SOLD Y O	1/2 Rink	JOB ADDRESS	PACIFIC L		DATE	9-29-00	DUE DATE
			CESON		CONTACT		
			Entry way		PHONE		
CUSTOMER P.O. OR CHANGE ORDER #			CHANGE	VOUCHER	WARRANTY	OTHER	WRITTEN BY Dorsey Allen
JOB DESCRIPTION							
STEVE HOERAM							
9-22-00 6 Hours @ 120 ⁰⁰ an Hour = 720 ⁰⁰ 10-12-00 6 Hours @ 120 ⁰⁰ an Hour = 720 ⁰⁰ 10-24-00 5 Hours @ 120 ⁰⁰ an Hour = 600 ⁰⁰ 11-6-00 3 Hours @ 120 ⁰⁰ an Hour = 360 ⁰⁰ 11-29-00 3 Hours @ 120 ⁰⁰ an Hour = 360 ⁰⁰ 11-13-00 7.5 Hours @ 110 ⁰⁰ an Hour = 825 ⁰⁰ Haul good dirt 12-06-00 4 Hours @ 110⁰⁰ an Hour = 440⁰⁰ Haul good dirt 1-22-01 4 Hours @ 110 ⁰⁰ an Hour = 440 ⁰⁰ Haul 4" spalls other 4,025 ⁰⁰ 4,175⁰⁰							
DATE	LABOR CODE	EMPLOYER NAME	LABOR HOURS	FOR FIELD USE ONLY		LOCATION	EXTENSION
				ONE TRIP TO DUMP 200 ⁰⁰ DUMP FEE			
				4,025 ⁰⁰			
				200 ⁰⁰			
				4,225 ⁰⁰			
				4,225 ⁰⁰ 4,225 ⁰⁰			
				4,225 ⁰⁰			
I hereby authorize Codoso Inc to perform the above work which is not part of any previous written agreement. I certify that I have the authority to authorize this work and accept personal liability for payment if my employer fails to pay.				Signed <u>DL MS With</u>		SUBTOTAL	
				Company _____		TAX	
				Date _____		TOTAL	

ISIC 1127

AA002305

Confirmation Report-Memory Send

Time Feb-08-01 13 11
Tel line 1 47023618281
Name CEDCO

Job number 273
Date Feb-08 13 00
To 2842987
Document Pages 06
Start time Feb-08 13 00
End time Feb-08 13 11
Pages sent 06
Job number 273

*** SEND SUCCESSFUL ***



Contractors License # 26432
7210 Placid Street
Las Vegas, Nevada 89119
Phone (702) 361-6550
Fax (702) 361-8281

Fax Cover Sheet

Date 2/8/2001
Company CSON
Please deliver to Mike
Fax # 294-2987
From Kristin Baker, Project Manager, CEDCO, Inc.
of Pages (including cover) 6

NOTE

If there are any problems receiving this fax, please call (702) 361-6550

Kristin Baker

ISIC 1128

AA002306

**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361 6550 • Fax (702) 361 8281

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
01/26/01	01-2259490	40961
PO NUMBER	WORK ORDER NO.	

PAGE 1 of 1

TO

CSON/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0040961-IN

QUANTITY	DESCRIPTION	AMOUNT
1	BILL THRU 1/25/01 CHANGE ORDER #003	
		26,185 10
	NET INVOICE	26,185 10
	RETENTION	0 00
	AMOUNT NOW DUE	26,185 10

ISIC 1129

AA002307

40961

CONSTRUCTION SPECIALISTS OF NEVADA
CONSTRUCTION CHANGE ORDER

SUBCONTRACTOR CEDCO, INC
 DATE January 25, 2001
 PROJECT PORT OF FINOS
 CHANGE ORDER NO 003

[Handwritten signature]

IN ACCORDANCE WITH THE TERMS OF THE MASONRY CONTRACT ON THE ABOVE NAMED PROJECT, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PROCEED WITH THE FOLLOWING CHANGES IN THE WORK CONNECTED WITH SAID PROJECT THIS CHANGE ORDER BECOMES A PART OF THE EXISTING CONTRACT

CONTRACTOR AND SUBCONTRACTOR AGREE TO ADD THE FOLLOWING

ADDITION TO SCOPE OF WORK (M4122)	\$ 19,119 10
ENTRYWAY EXTRAS (M4121)	\$ 7,066 00
GROSS CHANGE	\$ 26,185 10

ORIGINAL CONTRACT AMOUNT	\$ 97,814 02
CHANGE ORDER 001	\$ 660 00
CHANGE ORDER 002	\$250,478 25
CHANGE ORDER 003	\$ 26,185 10
REVISED CONTRACT	\$375,137 37

SUBCONTRACTOR

CEDCO, INC

CONTRACTOR

CONSTRUCTION SPECIALISTS OF NV

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS

UPON RECEIPT BY THE UNDERSIGNED OF A CHECK FROM CSON IN THE SUM OF \$26,185.10 PAYABLE TO CEDCO, INC , AND WHEN THE CHECK HAS BEEN PROPERLY ENDORSED AND HAS BEEN PAID BY THE BANK UPON WHICH IT IS DRAWN, THIS DOCUMENT SHALL BECOME EFFECTIVE TO RELEASE PRO TANTO ANY MECHANIC'S LIEN, STOP NOTICE, OR BOND RIGHT THE UNDERSIGNED HAS ON THE JOB OF CSON LOCATED AT PORTOFINO TO THE FOLLOWING EXTENT THE RELEASE COVERS A PROGRESS PAYMENT FOR LABOR, SERVICES, EQUIPMENT, OR MATERIAL FURNISHED TO CSON THROUGH 1/25 /01 ONLY AND DOES NOT COVER ANY RETENTION OR ITEMS FURNISHED AFTER SAID DATE BEFORE ANY RECIPIENT OF THIS DOCUMENT RELIES ON IT, SAID PARTY SHOULD VERIFY EVIDENCE OF PAYMENT TO THE UNDERSIGNED

DATE 1/26/01

CEDCO, INC

Brenda White

ACCOUNTS RECEIVABLE

INVOICE #40961

ISIC 1131

AA002309

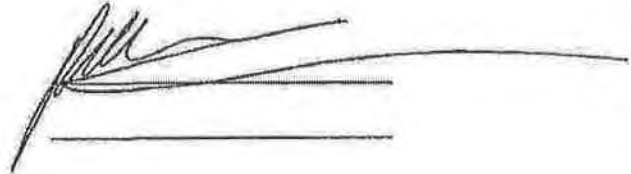
LABOR WAIVER OF LIEN

THE UNDERSIGNED HEREBY WAIVES AND RELEASES ANY LIEN OR CLAIM FOR RIGHT OF LIEN AGAINST THE PROPERTY DESCRIBED HEREIN IN IMPROVEMENT HEREON ON ACCOUNTS OF LABOR PERFORMED THRU **1-25-01** ON THE CONSTRUCTION OF SAID BUILDINGS AND FOR IMPROVEMENTS INCIDENTS THERETO

OWNER *C Son*

PROJECT *Portofino*

EACH OF THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS BEEN PAID IN FULL FOR ALL WORK OF WHATSOEVER NATURE, WHICH HE/SHE HAS PERFORMED ON THE ABOVE DESCRIBED PROJECT



CEDCO, INC

Brenda White A/R

DATE *1-26-01*

**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361 6550 • Fax (702) 361 8281

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
01/26/01	01-2259490	40960RT
PO NUMBER	WORK ORDER NO.	

PAGE 1 of 1

TO

CSON/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 40960RT-IN

ITEM	DESCRIPTION	AMOUNT
	BILL THRU 10/10/00	
	*****RETENTION BILLING*****	
	INVOICE#39782-10/10/00	
RT	RETENTION BALANCE	25,000 00
	NET INVOICE	25,000 00
	RETENTION	0 00
	AMOUNT NOW DUE	25,000 00

ISIC 1133

AA002311

**CEDCO, INC.**

7210 Placid • Las Vegas, NV 89119
 (702) 361 6550 • Fax (702) 361 8281

INVOICE

10/10/00			01-2259490	39782
			PAGE 1 of 1	

TO

CSON/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0039782-IN

BILL THRU 10/10/00

ENTRY & GOLF COURSE

1

250,000 00

NET INVOICE 250,000 00

RETENTION 25,000 00

AMOUNT NOW DUE 225,000 00

ISIC 1134

AA002312

NASTAR INVESTMENTS CORP.
 100 TROPICANA AVE SUITE 1215
 LAS VEGAS, NV 89119
 Date: 2/29/16
 To: Cedeo, Inc.
 \$46,185.12
 For: Santa Ana Island and Malibu Island
 Payment
 MICROWEST BANK - 2200 W Sahara Avenue
 Las Vegas, NV 89102
 MICROWEST BANK - 2200 W Sahara Avenue
 Las Vegas, NV 89102
 MICROWEST BANK - 2200 W Sahara Avenue
 Las Vegas, NV 89102

Mike,

I called last week to go over
 your outstanding invoices 40960 &
 40961. I went to Pontofino to in-
 spect the work. Several items we
 are being invoiced for are not
 completed. I am travelling the next
 two weeks, so I sent a check for
 \$46,185.12 withholding \$5,000 until
 all work is completed.

Best regards,
 Mike Paulson

Mike for
 your information
 just making sure
 you seen this
 for Invoic 40960 &
 40961

JG N/A

InterOffice**DIRECT BILLING**CONTRACTORS NAME CSONJOB NAME PORTOFINO / PARCEL LJOB NUMBER 5405COMPLETION DATE 1-25-01WORK DESCRIPTION (INCLUDE LOT/BLOCK, ADDRESS, TYPE OF WORK, UNIT
COST, AND TOTAL DUE)100' OF FENCE @ LEFT SIDEOF LOT 6 @ \$17.00' = \$1700.00TOTAL - \$1700.00

JAN 25 PM 4 48

ATTACHMENTS REQUIRED☐ BILLING SHEET

BILLED JAN 25 2001

☒ MAP (IF CONTRACT WORK)☐ P O (IF EXTRA WORK)EXTRA
NOT IN
CONTRACTPROPOSAL # 3705 A1104- KRISTIN DOING
CHANGE ORDER FOR
THIS EXTRA-OK TO
INVOICE

ISIC 1139

AA002314

**CEDCO, INC.**

September 28, 2000

PROPOSAL #M3705A

CSO
 175 Cassia Way #A115
 Henderson, NV 89014-6643

RE Seven Hills - Portofino - Change Order Request #1

Delete		
Lot 2 Block 2 Right	=	(\$4,988 88)
Add		
Fire Access Channel		
28 L F Crash Gate	=	\$2,800 00
Fire Department Permits	=	\$700 00
125 L F 9 Course Screen Wall with Split Face Both Sides with Fluted Band Both Sides @ \$48 00 L F	=	\$6,000 00
125 L F GFRC Roadway Cap with Labor to Install with Tax with Delivery @ \$13 50 L F	=	\$1,687 50
Lot 4-6 Block 2		
371 L F 4' Wrought Iron View Fence @ \$17 00 L F	=	\$6,307 00
371 L F Flat Cap @ \$2 50 L F	=	\$927 50
3 each "Scab On" Piers (5' above ret)@ \$550 00 each	=	\$1,650 00
3 each GFRC Pier Cap with Tax and Delivery @ \$255 00 each	=	\$765 00
3 each Tile Insets @ \$45 00 each	=	\$135 00
8 L F 4' Retaining Wall Return with Dampproofing with Backfill @ \$40 00 L F	=	\$320 00
Fire Hydrant Retainers		
32 L F 4'8" Retaining Wall with Dampproofing (Backfill by others) @ \$46 60 L F	=	\$1,491 20
Total of Proposal	=	<u>\$17,794 32</u>
Option		
Lot 10 Block 2		
Extend 20 L F 2' Retaining Wall @ \$20 00 L F	=	\$400 00

Contractors License #26432
 7210 Placid Las Vegas Nevada 89119
 Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 1143

AA002315

CSO
Seven Hills - Portofino
September 28, 2000
Page 2 of 2

PROPOSAL #M 3705A

Bid Includes


Bid Excludes

Note

Note

Permit, labor, materials, tax, delivery, and clean up of Cedco materials
Engineering/surveying, any walls or associated costs, removal of spoils,
caliche removal, embeds, soils compaction, or any sloped iron panels
Final billing based on field verification of actual installed quantities
Compliance with O S H A requirements per accepted trade
practices for residential projects in Las Vegas

Sincerely,
CEDCO, INC


Mike Davis
Owner

MMD/kkb

ISIC 1144

AA002316

**CEDCO, INC.**

September 22, 2000

PROPOSAL #M2865B

CSON
 175 Cassia Way #A115
 Henderson, NV 89014-6643

RE Seven Hills - Parcel L - Portofino - Masonry Proposal**Golf Course Frontage****Unit 1**

949 L F Concrete Mow Curb @ \$7 00 L F	=	\$6,643 00
949 L F 6' Stepped Wrought Iron View Fence @ \$19 00 L F	=	\$18,031 00
22 each 2' sq Piers with Labor to Install Cap @ \$310 00 each	=	\$6,820 00
22 each 2' sq GFRC Pier Cap with Tax @ \$255 00 each	=	\$5,610 00
22 each Tile Insets with Labor to Install @ \$45 00 each	=	\$990 00
Delivery of GFRC	=	\$1,000 00

Unit 2

581 L F Concrete Mow Curb @ \$7 00 L F	=	\$4,067 00
581 L F 6' Stepped Wrought Iron View Fence @ \$19 00 L F	=	\$11,039 00
12 each 2' sq Piers with Labor to Install Cap @ \$310 00 each	=	\$3,720 00
12 each 2' sq GFRC Pier Cap with Tax @ \$255 00 each	=	\$3,060 00
12 each Tile Insets with Labor to Install @ \$45 00 each	=	\$540 00
Delivery of GFRC	=	\$950 00

Total of Proposal	=	\$62,470 00
--------------------------	---	--------------------

Contractors License #26432
 7210 Placid Las Vegas Nevada 89119
 Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 1145

AA002317

CSON

PROPOSAL #M 2865B

Seven Hills - Parcel L

September 22, 2000

Page 2 of 2

Bid Includes

Permit, labor, materials, tax, delivery, removal of spoils, and clean up of Cedco materials

Bid Excludes

Engineering/surveying, any walls or associated costs, caliche removal, embeds, soils compaction, or any sloped iron panels

Note

Final billing based on field verification of actual installed quantities

Note

Compliance with O S H A requirements per accepted trade practices for residential projects in Las Vegas

Note

Approximately 10 piers could be deleted by adjusting pier placement (this would be a savings of \$6,500 00) - need direction from CSN

Sincerely,
CEDCO, INC.



Mike Davis
Owner

MMD/kkb

ISIC 1146

AA002318



PROPOSAL #M3041B

CSON
175 Cassia Way #A115
Henderson, NV 89014

RE Seven Hills -Portofino Entry - Masonry Proposal**East Side Feature Wall with Cap**

120 L F 6' Retaining Wall with 8x8x16 Grey Smooth CMU with Delta MS Dampproofing @ \$75 00 L F	"	\$9,000 00
720 sq ft China Lotus Slate One Side @ \$14 00 sq ft	"	\$10,080 00
120 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$10,800 00
120 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$2,400 00
120 L F Gravel Rock @ \$4 00 L F	"	\$480 00
320 cu yd Backfill @ \$6 00 cu yd	"	\$1,920 00

Columns

4 each 32" sq Entry Feature Piers with Labor to Install Cap and Cladding @ \$1200 00 each	"	\$4,800 00
4 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	"	\$1,400 00

Sign Wall

32 L F 8 Course Freestanding Wall with Grey Smooth CMU @ \$35 00 L F	"	\$1,120 00
342 sq ft China Lotus Slate Both Side @ \$14 00 sq ft	"	\$4,788 00
32 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$2,880 00
32 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$640 00

Columns

2 each 24" sq Sign Wall Columns with Labor to Install Cap and Cladding @ \$1000 00 each	"	\$2,000 00
2 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$3,530 00

50 sq ft China Lotus Band @ \$14 00 sq ft	"	\$700 00
---	---	----------

Contractors License #26432
7210 Placid Las Vegas Nevada 89119
Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 1150

AA002319

EXHIBIT 14

(Part 2)

September 24, 2009 letter from Helm & Associates to Ironshore and others with enclosed Chapter 40 Notice, claimant's notice, defects list, reports and job file documents

Part 2 (ISIC 1151-1162, 1164-1171, 1173-1175, 1177. 1180-1185, 1189, 1191, 1194, 1201, 1203)

CSO
Portofino Entry
September 28, 2000
Page 2 of 3

Proposal 13041B

West Side Feature Wall with Cap

117 L F 6' Retaining Wall with 8x8x16 Grey Smooth CMU with Delta MS Dampproofing @ \$75 00 L F	=	\$8,775 00
720 sq ft China Lotus Slate One Side @ \$14 00 sq ft	=	\$10,080 00
117 L F GFRG Feature Cap with Tax @ \$90 00 L F	=	\$10,530 00
117 L F Labor to Install GFRG Cap @ \$20 00 L F	=	\$2,340 00
117 L F Gravel Rock @ \$4 00 L F	=	\$468 00
151 cu yd Backfill @ \$6 00 cu yd	=	\$906 00

Columns

4 each 32" sq Entry Feature Piers with Labor to Install Cap and Cladding @ \$1200 00 each	=	\$4,800 00
4 each GFRG Cladding with Tax @ \$1,765 00 each	=	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	=	\$1,400 00
1 each Demo Existing Pier @ \$100 00 each	=	\$100 00

Sign Wall

30 L F 8 Course Freestanding Wall with Grey Smooth CMU @ \$35 00 L F	=	\$1,050 00
320 sq ft China Lotus Slate Both Side @ \$14 00 sq ft	=	\$4,480 00
32 L F GFRG Feature Cap with Tax @ \$90 00 L F	=	\$2,880 00
32 L F Labor to Install GFRG Cap @ \$20 00 L F	=	\$640 00

Columns

2 each 24" sq Sign Wall Columns with Labor to Install Cap and Cladding @ \$1000 00 each	=	\$2,000 00
2 each GFRG Cladding with Tax @ \$1,765 00 each	=	\$3,530 00
50 sq ft China Lotus Band @ \$14 00 sq ft	=	\$700 00

Median

13 L F 6' Decorative Wrought Iron Panel @ \$100 00 L F	=	\$1,300 00
--	---	------------

*This panel to match entry gate style and color

*An iron insignia (design by others) may be added at no extra charge
ONLY if Cedco is contracted for the entry gates

Columns

4 each 32" sq Entry Feature Piers with Labor to Install Cap @ \$1200 00 each	=	\$4,800 00
---	---	------------

ISIC 1151

AA002321

CSO
 Portofino Entry
 September 28, 2000
 Page 3 of 3

Proposal MM3041B

4 each GFRC Cladding with Tax @ \$1,765 00 each	=	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	=	\$1,400 00
Delivery of GFRC	=	\$1,200 00
Subtotal of Entry	=	\$141,097 00
Entry Gates		
50 L F Entry Drive Through Gates to match Terracina and Rapallo with Black Paint Finish	=	\$12,500 00
2 each Pedestrian Gates and Panels to Match Entry Gate with Black Paint Finish	=	\$2,800 00
Gate Controllers	=	\$27,000 00
*Includes basic gate openers with loops and permits, electrical run of 50' or less, and basic telephone entry system - additional details required		
TOTAL OF ENTRY	=	\$183,397 00
Option		
Patina Verde Green Paint Finish in lieu of Black	=	\$1,500 00

Bid Includes

Bid Excludes

Note

Note

Permit, labor, materials, and clean up of Cedco materials, backfill, and Delta MS dampproofing
 Soil compaction, engineering/surveying, cutting of embankments, embeds, caliche removal, spoils removal, any individual gate openers, remote or card system and any sign lettering
 Final billing based on field verification of actual installed quantities
 Compliance with O S H A requirements per accepted trade practices for residential projects in Las Vegas

Sincerely,
 CEDCO, INC.
 Mike Davis, Owner
 MMD/kkb

ISIC 1152

AA002322

INTEROFFICE BILLING

CONTRACTORS NAME C-SONJOB NAME PORTIFINO / PARCEL LJOB NUMBER 5405COMPLETION DATE 1-9-01WORK DESCRIPTION (INCLUDE LOT/BLOCK, ADDRESS, TYPE OF WORK, UNIT
COST, AND TOTAL DUE)MEDIAN -5' L.F. 6' DECORATIVE PANEL @ 100.00 L.F. - 500.00(2) EACH PEDESTRIAN GATES - PANELS 2800.00TOTAL \$3300.00

ATTACHMENTS REQUIRED

BILLING SHEETCEDCO WORK ORDERMAP (IF CONTRACT WORK)P O (IF EXTRA WORK)13 L.F. ON CONTRACT -
OPENING ONLY 5' -
O.K. PER MIKE DAVIS

PROPOSAL # M 3041B

MATERIAL COST - \$249.90

**CEDCO, INC.**

September 28, 2000

PROPOSAL #M3041B

Parcel L1
PORTOFINO

5405

CSO
175 Cassia Way #A115
Henderson, NV 89014

RE: Seven Hills -Portofino Entry - Masonry Proposal**East Side Feature Wall with Cap**

120 L F 6' Retaining Wall with 8x8x16 Grey Smooth CMU with Delta MS Dampproofing @ \$75 00 L F	"	\$9,000 00
720 sq ft China Lotus Slate One Side @ \$14 00 sq ft	"	\$10,080 00
120 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$10,800 00
120 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$2,400 00
120 L F Gravel Rock @ \$4 00 L F	"	\$480 00
320 cu yd Backfill @ \$6 00 cu yd	"	\$1,920 00

Columns

4 each 32" sq Entry Feature Piers with Labor to Install Cap and Cladding @ \$1200 00 each	"	\$4,800 00
4 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	"	\$1,400 00

Sign Wall

32 L F 8 Course Freestanding Wall with Grey Smooth CMU @ \$35 00 L F	"	\$1,120 00
342 sq ft China Lotus Slate Both Side @ \$14 00 sq ft	"	\$4,788 00
32 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$2,880 00
32 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$640 00

Columns

2 each 24" sq Sign Wall Columns with Labor to Install Cap and Cladding @ \$1000 00 each	"	\$2,000 00
2 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$3,530 00
50 sq ft China Lotus Band @ \$14 00 sq ft	"	\$700 00

ISIC 1154

AA002324

CSON
Portofino Entry
September 28, 2000
Page 2 of 3

Proposal #M3041B

West Side Feature Wall with Cap		
117 L F 6' Retaining Wall with 8x8x16 Grey Smooth CMU with Delta MS Dampproofing @ \$75 00 L F	"	\$8,775 00
720 sq ft China Lotus Slate One Side @ \$14 00 sq ft	"	\$10,080 00
117 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$10,530 00
117 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$2,340 00
117 L F Gravel Rock @ \$4 00 L F	"	\$468 00
151 cu yd Backfill @ \$6 00 cu yd	"	\$906 00
Columns		
4 each 32" sq Entry Feature Piers with Labor to Install Cap and Cladding @ \$1,200 00 each	"	\$4,800 00
4 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	"	\$1,400 00
1 each Demo Existing Pier @ \$100 00 each	"	\$100 00
Sign Wall		
30 L F 8 Course Freestanding Wall with Grey Smooth CMU @ \$35 00 L F	"	\$1,050 00
320 sq ft China Lotus Slate Both Side @ \$14 00 sq ft	"	\$4,480 00
32 L F GFRC Feature Cap with Tax @ \$90 00 L F	"	\$2,880 00
32 L F Labor to Install GFRC Cap @ \$20 00 L F	"	\$640 00
Columns		
2 each 24" sq Sign Wall Columns with Labor to Install Cap and Cladding @ \$1000 00 each	"	\$2,000 00
2 each GFRC Cladding with Tax @ \$1,765 00 each	"	\$3,530 00
50 sq ft China Lotus Band @ \$14 00 sq ft	"	\$700 00
Median		
5' 13 L F 6' Decorative Wrought Iron Panel @ \$100 00 L F --	"	\$1,300 00 ¹⁴⁰ 119
*This panel to match entry gate style and color		500 00
*An iron insignia (design by others) may be added at no extra charge		
ONLY if Cedco is contracted for the entry gates.		
Columns		
4 each 32" sq Entry Feature Piers with Labor to Install Cap @ \$1200 00 each		

ISIC 1155

AA002325

CSON
Portofino Entry
September 28, 2000
Page 3 of 3

Proposal #M3041B

4 each GFRC Cladding with Tax @ \$1,765 00 each	=	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	=	\$1,400 00
Delivery of GFRC	=	\$1,200 00
Subtotal of Entry	=	\$141,097 00

Entry Gates

50 L F Entry Drive Through Gates to match Terracina and Rapallo with Black Paint Finish

INVOICE
\$12,500 00

2 each Pedestrian Gates and Panels to Match Entry Gate with Black Paint Finish

INVOICE
(\$2,800 00)

Gate Controllers

\$27,000 00

*Includes basic gate openers with loops and permits, electrical run of 50' or less, and basic telephone entry system - additional details required

TOTAL OF ENTRY = **\$183,397 00**

Option

Patina Verde Green Paint Finish in lieu of Black

= \$1,500 00

Bid Includes

Permit, labor, materials, and clean up of Cedco materials, backfill, and Delta MS dampproofing

Bid Excludes

Soil compaction, engineering/surveying, cutting of embankments, embeds, caliche removal, spoils removal, any individual gate openers, remote or card system and any sign lettering.

Note

Final billing based on field verification of actual installed quantities

Note

Compliance with O S H A requirements per accepted trade practices for residential projects in Las Vegas

Sincerely,
CEDCO, INC.

Mike Davis, Owner
MMD/kkb

ISIC 1156

AA002326

CSON
Portofino Entry
September 28, 2000
Page 3 of 3

Proposal #M3041B

4 each GFRC Cladding with Tax @ \$1,765 00 each	=	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	=	\$1,400 00
Delivery of GFRC	=	\$1,200 00
Subtotal of Entry	=	\$141,097 00

Entry Gates

SQL F Entry Drive Through Gates to match Terracina and Rapallo with Black Paint Finish	=	\$12,500 00
2 each Pedestrian Gates and Panels to Match Entry Gate with Black Paint Finish	=	\$2,800 00
Gate Controllers	=	\$27,000 00
*Includes basic gate openers with loops and permits, electrical run of 50' or less, and basic telephone entry system - additional details required		
TOTAL OF ENTRY	=	\$183,397 00

Option

Patina Verde Green Paint Finish in lieu of Black	=	\$1,500 00
--	---	------------

Bid Includes

Bid Excludes

Note

Note

Permit, labor, materials, and clean up of Cedco materials, backfill, and Delta MS dampproofing
Soil compaction, engineering/surveying, cutting of embankments, embeds, caliche removal, spoils removal, any individual gate openers, remote or card system and any sign lettering
Final billing based on field verification of actual installed quantities.
Compliance with O S H A requirements per accepted trade practices for residential projects in Las Vegas.

Sincerely,
CEDCO, INC.
Mike Davis, Owner
MMD/kko

ISIC 1158

AA002328

Automated Access, Inc.
4080 E. Lake Mead Blvd.
Suite #810
Las Vegas, NV 89115

DATE 01-05-01
NUMBER 5239
ENST. 173 Codes Inc.

TO:
Codes Inc.
7210 Placid Street
Las Vegas, NV 89119

JOB SITE:
Portofino @ 7 Hills
Job # 9490 - PO # 1518

Item Description	Amount
PURCHASE ORDER # 1518	
Progressive Billing # 2	
1 Job 100% Complete	
Contract Amount	\$ 25,000.00
Change Order #1 - Access Controls	1,205.00
New Contract Total	26,205.00
Previously Billed	6,575.00
Balance to Bill on Contract	19,630.00
LESS 10% RETENTION	1,963.00
TOTAL - NET AMT BILLING	\$ 17,667.00

RECEIVED
JAN 11 2001

9490
INTEROFFICE TRACKING
CEDCO, INC. BILLED ON:
INVOICE # 39782
DATE 10/10/00
APPROVED BY K.

to A/P 1/11/01

Automated Access, Inc.
 4080 E. Lake Mead Blvd.
 Suite #210
 Las Vegas, NV 89115

DATE 12-27-00
 NUMBER 5228
 CUST. 173 Cedco Inc.

TO:

Cedco Inc.
 7210 Flack Street
 Las Vegas, NV 89119

JOB SITE:

Portofino @ 7 - Hills

Job # 9490 - PO # 1518

Item Description

Amount

PURCHASE ORDER # 1518

Progressive Billing # 1

1 Permit, All Loops and Underground Electrical
 LESS 10% RETENTION

\$ 6,575.00
 657.50

TOTAL - NET TMS BILLING

\$5,917.50

RECEIVED
 JAN 11 2001

9490
 INTEROFFICE TRACKING
 CEDCO, INC. BILLED ON
 INVOICE # 39782
 DATE 10/10/00
 APPROVED BY K

to A/P 11/1/01

ISIC 1160

AA002330

INTEROFFICE BILLING

CONTRACTORS NAME CSON

JOB NAME PORTOFINO / PARCEL L

JOB NUMBER 5405

COMPLETION DATE 1-12-01

WORK DESCRIPTION (INCLUDE LOT/BLOCK, ADDRESS, TYPE OF WORK, UNIT
COST, AND TOTAL DUE) _____

OPTION

PATINA VERDE GREEN PAINT

IN LIEU OF BLACK. * 1,500.00

TOTAL- 1,500.00

ATTACHMENTS REQUIRED

___ BILLING SHEET

___ CEDCO WORK ORDER

___ MAP (IF CONTRACT WORK)

___ P O (IF EXTRA WORK)

PROPOSAL-

" # M 3041B

BILLED JAN 15 2001

ISIC 1161

AA002331

5405
 CSON
 Portofino Entry
 September 28, 2000
 Page 3 of 3

Proposal #M3041B

4 each GFRC Cladding with Tax @ \$1,765 00 each	=	\$7,060 00
100 sq ft China Lotus Band @ \$14 00 sq ft	=	\$1,400 00
Delivery of GFRC	=	\$1,200 00
Subtotal of Entry	=	\$141,097 00

Entry Gates

50 L F Entry Drive Through Gates to match Terracina and Rapallo with Black Paint Finish

INVOICED
 \$12,500 00

2 each Pedestrian Gates and Panels to Match Entry Gate with Black Paint Finish

\$2,800 00

Gate Controllers

\$27,000 00

*Includes basic gate openers with loops and permits, electrical run of 50' or less, and basic telephone entry system - additional details required

TOTAL OF ENTRY = **\$183,397 00**

Option

Patina Verde Green Paint Finish in lieu of Black = \$1,500 00

Bid Includes

Permit, labor, materials, and clean up of Cedco materials, backfill, and Delta MS dampproofing

Bid Excludes

Soil compaction, engineering/surveying, cutting of embankments, embeds, caliche removal, spoils removal, any individual gate openers, remote or card system and any sign lettering

Note

Final billing based on field verification of actual installed quantities

Note

Compliance with OSHA requirements per accepted trade practices for residential projects in Las Vegas.

Sincerely,
 CEDCO, INC.

Mike Davis, Owner
 MMD/kkb

ISIC 1162

AA002332

INTEROFFICE BILLING

CONTRACTORS NAME CSONJOB NAME PORTOFINO / PARCEL LJOB NUMBER 5405COMPLETION DATE 1-11-01WORK DESCRIPTION (INCLUDE LOT/BLOCK, ADDRESS, TYPE OF WORK, UNIT
COST, AND TOTAL DUE)EAST SIDE OF ENTRY
BETWEEN RETAINING WALL - SCREEN
WALL8' OF FENCE @ \$17.00' = \$136.00
TOTAL - \$136.00

ATTACHMENTS REQUIRED

☐ BILLING SHEET☐ CEDCO WORK ORDER☐ MAP (IF CONTRACT WORK)☐ P O (IF EXTRA WORK)PER SCOTT -EXTRA - OK PER MIKE DAVIS

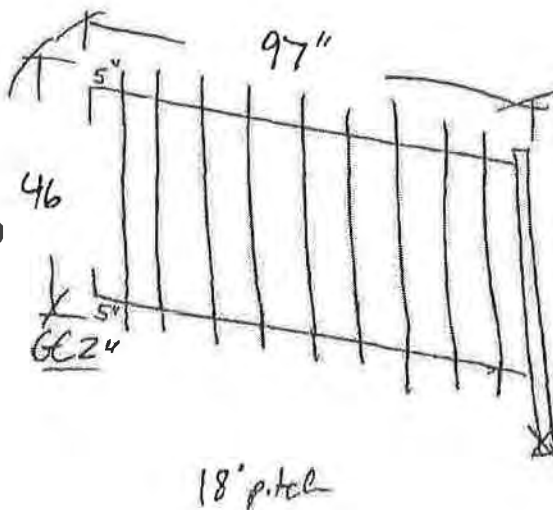
BILLED JAN 15 2001

ISIC 1164

AA002333

COMPANY C. SON JOB # 5405 WO # (B8) DATE 01-09-01
 TRACT Parcel L / Portofino
 ADDRESS _____ PHONE # _____
 CROSS STREETS _____ MAP # _____
 JIM / SCOTT / ALEX PRICE 8' x 17' = 136 ^{4242 S}
¹⁷⁴²

POST SIZE	FRAME SIZE	PICKET SIZE	PICKET SPACING	GROUND CLEAR	CASTING NUMBER	ARROW NUMBER	COLOR	BACKING	OTHER
2" x	1" x	3/4" x	4" / 165	2"	(S)	(S)	Green		



INTEROFFICE BILLING

CONTRACTORS NAME CSONJOB NAME PORTOFINO / PARCEL LJOB NUMBER 5405COMPLETION DATE 1-26-01

WORK DESCRIPTION (INCLUDE LOT/BLOCK, ADDRESS, TYPE OF WORK, UNIT

COST, AND TOTAL DUE) FIRE ACCESS CHANNELCRASH GATEADD PERF, HINGES & REPAIR* REINSTALL EXISTING GATE - 1,000.00TOTAL - 1,000.00(USED EXISTING GATE INSTEAD
OF NEW)

ATTACHMENTS REQUIRED

☐ BILLING SHEET☐ CEDCO WORK ORDER☐ MAP (IF CONTRACT WORK)☐ P O (IF EXTRA WORK)

PROPOSAL

M 3705A

- BILLED JAN 20 2001

MATERIAL COST - 213.95

**CEDCO, INC.**

September 28, 2000

PROPOSAL #M3705A

CSO
 175 Cassia Way #A115
 Henderson, NV 89014-6643

RE: Seven Hills - Portofino - Change Order Request #1

Delete		
Lot 2 Block 2 Right	=	(\$4,988 88)
Add		
Fire Access Channel		
28 L F Crash Gate	=	\$2,800 00
Fire Department Permits	=	\$700 00
125 L F 9 Course Screen Wall with Split Face Both Sides with Fluted Band Both Sides @ \$48 00 L F	=	\$6,000 00
125 L F GFRG Roadway Cap with Labor to Install with Tax with Delivery @ \$13 50 L F	=	\$1,687 50
Lot 4-6 Block 2		
7371 L F 4' Wrought Iron View Fence @ \$17 00 L F	=	\$6,307 00
371 L F Flat Cap @ \$2 50 L F	=	\$927 50
3 each "Scab On" Piers (5' above ret) @ \$550 00 each	=	\$1,650 00
3 each GFRG Pier Cap with Tax and Delivery @ \$255 00 each	=	\$765 00
3 each Tile Insets @ \$45 00 each	=	\$135 00
8 L F 4' Retaining Wall Return with Dampproofing with Backfill @ \$40 00 L F	=	\$320 00
Fire Hydrant Retainers		
32 L F 4'8" Retaining Wall with Dampproofing (Backfill by others) @ \$46 60 L F	=	\$1,491 20
Total of Proposal	=	\$17,794.32
Option		
Lot 10 Block 2		
Extend 20 L F 2' Retaining Wall @ \$20 00 L F	=	\$400 00

Contractors License #26432
 7210 Placid Las Vegas Nevada 89119
 Phone (702) 361-4550 Fax (702) 361-8781

ISIC 1168

AA002337

**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361-6550 • Fax (702) 361-8281

INVOICE

01/26/01	01-2259400	40961
		PAGE 1 of 1

TO

CSO/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0040961-IN

BILL THRU 1/25/01

CHANGE ORDER #003

1

	26,185 10
NET INVOICE	26,185 10
RETENTION	0 00
AMOUNT NOW DUE	26,185 10

ISIC 1169

AA002338

**CONSTRUCTION SPECIALISTS OF NEVADA
CONSTRUCTION CHANGE ORDER**

SUBCONTRACTOR	CEDCO, INC
DATE	OCTOBER 9, 2000
PROJECT	PORTOFINO
CHANGE ORDER NO	002

IN ACCORDANCE WITH THE TERMS OF THE MASONRY CONTRACT ON THE ABOVE NAMED PROJECT, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PROCEED WITH THE FOLLOWING CHANGES IN THE WORK CONNECTED WITH SAID PROJECT THIS CHANGE ORDER BECOMES A PART OF THE EXISTING CONTRACT

CONTRACTOR AND SUBCONTRACTOR AGREE TO ADD THE FOLLOWING

ADDITION TO SCOPE OF WORK (M3705A)	\$ 17,794 32
ENTRYWAY (M3041B)	\$183,397 00
GOLF COURSE FRONTAGE (M2865B)	<u>\$ 62,470 00</u>
GROSS CHANGE	\$263,661 32
DISCOUNT FOR FAST PAY - 5%	<u><\$13,183 07></u>
NET CHANGE	\$250,478 25

ORIGINAL CONTRACT AMOUNT	\$ 97,814 02
CHANGE ORDER 001	\$ 660 00
CHANGE ORDER 002	<u>\$250,478 25</u>
REVISED CONTRACT	\$348,952 27

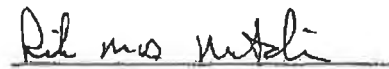
SUBCONTRACTOR

CEDCO, INC



CONTRACTOR

CONSTRUCTION SPECIALISTS OF NV



**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361 6550 • Fax (702) 361 8281

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
10/10/00	01-2259400	39782
PO NUMBER	WORK ORDER NO.	

PAGE 1 of 1

TO

CSON/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0039782-EN

ITEM	DESCRIPTION	AMOUNT
	BILL THRU 10.10/00	
1	ENTRY & GOLF COURSE	250,000 00
	NET INVOICE	250,000 00
	RETENTION	25 000 00
	AMOUNT NOW DUE	225,000 00

ISIC 1171

AA002340

Nevastar Investments Corp
2250 E Tropicana Ave #121
Las Vegas NV 89119

94-7074/5212
6531468633

1053

Date

Oct 9, 00

Pay to the
Order of

Coolco, Inc

\$225,000

Two Hundred Twenty Five Thousand

WESTBANK
WESTBANK
WESTBANK
WESTBANK

Northwest Bank Nevada, N.A.
Financial Center Office 603
3300 W Sahara Avenue
Las Vegas NV 89102
Customer Service 1 800 331 1818

Memo

Portofino Entertainment Group

⑆321270742⑆1053⑆6631468633⑆

ISIC 1173

AA002341

10/27/00 08 10 FAX 9099434041

ARTLO IND

+++ CEDCO

002

$$4'-0'' \text{ Roadside Cap} = 10 \text{ pcs} @ 28.00 = 280.00$$

$$4'-0'' \text{ Roadside Cap Sp} = 10 \text{ pcs} @ 28.00 = 280.00$$

$$45 \text{ pcs. RC-1 (Prez cap)} = @ 208.00 = 9,360.00$$

(8 pcs for previous orders, no cost on this order)

$$6 \text{ pieces w/ finish, finish cap, box cap & cladding @ 1570.00 = 9420.00}$$

$$4 \text{ pieces w/ ~~finish~~ bowl, bowl cap, box cap & cladding @ 1570.00 = 6280.00}$$

$$4 \text{ pieces w/ cladding @ 570.00 = 2280.00}$$

$$16 \text{ LF of straight end cap (2 pcs @ 4'-0'' & 4 pcs @ 2'-0'') @ 79.71/LF = 1264.00}$$

$$44 \text{ LF of straight cap (11 pcs @ 4'-0'') @ 79.71/LF = 3476.00}$$

$$40 \text{ LF of radius cap @ 36'-0'' R. (10 pcs @ 4'-0'') @ 79.71/LF = 3160.00}$$

$$42 \text{ LF of radius cap @ 15'-0'' R. (4 pcs @ 2'-0'', 3 sided & 14 pcs @ 4'-0'') @ 79.71/LF = 4898.00}$$

\$1200 X

total = 30,698.00

order # 601 (Panzel "L" Panzolino)

Artlo order # 1020

10/27/00 08 10 FAX 9099434041
 Oct-17-00 19 88 Fax CEDCO

ARTLO IND
 +7023818281

--- CEDCO
 T-130 P 02/02 P-880

003

**CEDCO TO ARTLO
 Seven Hills Wall Cap**

Parcel L
 Portofino

Order # 61

10/17/00

Wall Cap Type	Quantity (each)	Total L.F.
4' Roadway Cap	10	40'
4' Roadway Special	10	40'
2' Roadway Special		
Column Cap RC-1	Box 53/45	
Comments: order # 34 (4 RC1) # 28-30 (4 RC1)		
4' Midsize Cap - Straight		
4' Midsize Cap - Curved		
2' Midsize End Cap		
Column Cap with Finial Ball		
House / Coffin		

21 to

Large Yellow Cap

- 1/4-5* 6 ea. piers w/ ball finial w/ mid cap w/ 6' tall cladding -
- 7/4* 4 ea pier w/ bowl w/ mid cap w/ 6' tall cladding -
- 1/4-5* 4 ea pier 6' cladding only -
- 7/4 16 LF (4 piers) Straight End cap (4 piers 2'-0")
- 7/4 14 LF (4 piers) Straight Cap
- 7/4 40 LF (10 piers) 30' Radius Cap
- 3/4 2 ea Sign Wall (approx 6' x 15' Radius)

Angled cap

\$ 199.50

ISIC 1175

AA002343

**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361-6550 • Fax (702) 361-8281

INVOICE

09/30/00	01-2259490	39728
PAGE 1 of 1		

TO :
 CSO/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE
 PORTOFINO

JOB # 9490000 0039728-IN

BILL THROUGH 9/29/00			
1	10% TO COMPLETE		9,781 42
		NET INVOICE	9,781 42
		RETENTION	0 00
		AMOUNT NOW DUE	9,781 42

ISIC 1177

AA002344

**GEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361-6550 • Fax (702) 361 8281

INVOICE

06/19/00	01-2259420	38283

TO

CSO/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0038283-IN

BILL THRU 6/10/00

HOE RAM 5 5 HRS @\$120 00 HR

1

	660 00
NET INVOICE	660 00
RETENTION	0 00
AMOUNT NOW DUE	660 00

ISIC 1180

AA002345

TOWN AND COUNTRY CONSTRUCTION, INC
 2885 CHANDLER AVE STE #3
 LAS VEGAS NV 89120
 PHONE (702) 281 0061 FAX (702) 281 0080

INVOICE

INVOICE NUMBER
2149

INVOICE DATE
Jun 2, 2000

PAGE
1

SOLD TO

Cedco
 7210 W 1st
 Las Vegas, NV 89113
 '6A

CUSTOMER ID CD01

9490

CUSTOMER PO	PAYMENT TERMS	DUE DATE	SALES REP ID
Parcel L	Net 30 Days	7/2/00	Donnie

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
2 00		5-23-00 EXTRA W O # - Hoeram footing demo	100 00	200 00

CHECK NO

Ch Baker

SUBTOTAL 200 00
 SALES TAX
 TOTAL INVOICE AMOUNT 200 00
 PAYMENT RECEIVED 0 00
 TOTAL 200 00

ISIC 1181

AA002346

TOWN AND COUNTRY CONSTRUCTION, INC

2586 CHANDLER AVE STE #3
LAS VEGAS NV 89120
PHONE (702) 261-0061 FAX (702) 261-0060

INVOICE

INVOICE NUMBER

2037

INVOICE DATE

Apr 28, 2000

PAGE

1

SOLD TO

Relco
7210 Plaza
Las Vegas, NV 89119

9490

CUSTOMER ID 001

CUSTOMER PO	PAYMENT TERMS	DUE DATE	SALES RCP ID
Patrol L 7Hials	Net 30 Days	5/28/00	00000

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
0.50		4-20-10 EXTRA W 7 # 80x100	100.00	50.00

SUBTOTAL 50.00

SALES TAX

TOTAL INVOICE AMOUNT 50.00

PAYMENT RECEIVED 0.00

TOTAL 50.00

CHECK NO

ISIC 1182

AA002347

FROM CSON CONSTRUCTION
Aug-18-00 17 07 From-CEDCO

PHONE NO 7025681199
+7023818281

Aug 22 2000 06 59AM P2
T-607 P 02/02 F-856

**CONSTRUCTION SPECIALISTS OF NEVADA
CONSTRUCTION CHANGE ORDER**

SUBCONTRACTOR CEDCO, INC
DATE MAY 23, 2000
PROJECT: PORTOFINO
CHANGE ORDER NO.. 001

IN ACCORDANCE WITH THE TERMS OF THE MASONRY CONTRACT ON THE ABOVE NAMED PROJECT, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PROCEED WITH THE FOLLOWING CHANGES IN THE WORK CONNECTED WITH SAID PROJECT THIS CHANGE ORDER BECOMES A PART OF THE EXISTING CONTRACT

CONTRACTOR AND SUBCONTRACTOR AGREE TO ADD \$660.00 TO THE ORIGINAL CONTRACT FOR HOE RAM FOOTING AND BANK

ORIGINAL CONTRACT AMOUNT	\$97,814.02
CHANGE ORDER 001	\$ 660.00
REVISED CONTRACT	98,474.02

SUBCONTRACTOR:

CEDCO, INC



CONTRACTOR

CONSTRUCTION SPECIALISTS OF NV



**CEDCO, INC.**

7210 Placid • Las Vegas, NV 89119
 (702) 361 6550 • Fax (702) 361-8281

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
05/25/00	01-2259490	37910
INVOICE NUMBER	WORK ORDER NO.	
		I

TO
 CSON/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE
 PORTOFINO

JOB # 9490000 0037909-IN

INVOICE		
I	BILL THRU 5/15/00	
	30 % COMPLETION	29,344 20
	NET INVOICE	29,344 20
	RETENTION	0 00
	AMOUNT NOW DUE	29,344 20

ISIC 1184

AA002349

**CEDCO, INC.**

7210 Placid • Las Vegas NV 89119
 (702) 361 6550 • Fax (702) 361-8281

INVOICE

DATE	04/28/00	01-2259490	37611
NUMBER			
			I

TO

CSO/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE

PORTOFINO

JOB # 9490000 0037611-IN

	BILL THRU 04-18-00	
1	30% COMPLETION	29,344 20
	NET INVOICE	29,344 20
	RETENTION	0 00
	AMOUNT NOW DUE	29,344 20

ISIC 1185

AA002350

**CEDCO, INC.**

7210 Macid • Las Vegas NV 89119
 (702) 361 6550 • Fax (702) 361-8281

INVOICE

DATE	CUSTOMER NO.	IMAGE NUMBER
03/31/00	01-2259490	37243
TO ORDER	FROM ORDER	

TO
 CSO/PORTOFINO
 175 CASSIA WAY A115
 HENDERSON, NV 89014

JOB SITE
 PORTOFINO

JOB # 9490000 0037243-IN

ITEM		
	BILL THRU 03-21-00	
1	30% COMPLETION	29,344 20
	NET INVOICE	29,344 20
	RETENTION	0 00
	AMOUNT NOW DUE	29,344 20

ISIC 1189

AA002351

**CONSTRUCTION SPECIALISTS OF NEVADA
CONSTRUCTION CHANGE ORDER**

SUBCONTRACTOR	CEDCO, INC
DATE	MAY 23, 2000
PROJECT	PORTOFINO
CHANGE ORDER NO	001

IN ACCORDANCE WITH THE TERMS OF THE MASONRY CONTRACT ON THE ABOVE NAMED PROJECT, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PROCEED WITH THE FOLLOWING CHANGES IN THE WORK CONNECTED WITH SAID PROJECT THIS CHANGE ORDER BECOMES A PART OF THE EXISTING CONTRACT

CONTRACTOR AND SUBCONTRACTOR AGREE TO ADD \$660 00 TO THE ORIGINAL CONTRACT FOR HOE RAM FOOTING AND BANK

ORIGINAL CONTRACT AMOUNT	\$97,814 02
CHANGE ORDER 001	<u>\$ 660 00</u>
REVISED CONTRACT	\$98,474 02

SUBCONTRACTOR

CEDCO, INC



CONTRACTOR

CONSTRUCTION SPECIALISTS OF NV

CONSTRUCTION AGREEMENT

WITNESSETH THIS AGREEMENT made on this day of 2/23 /2000 by and between the parties known as CONSTRUCTION SPECIALIST OF NEVADA, INC hereinafter called the Contractor and CEDCO hereinafter called the subcontractor

RECITALS

WHEREAS, the Owner, NevaStar Investments Corp , has property located on Grand Hills Drive in the 'Seven Hills' Community in Henderson, Nevada, commonly known as ' Portofino' hereinafter the "Property", and

WHEREAS, Contractor is a general contractor and has been hired by the Owner to manage and supervise all improvements and structures in order to complete construction of the plans approved for the Property, including the hiring of all sub-contractors and

WHEREAS, Sub-Contractor hereby agrees to the terms and conditions herein, including furnishing at its' own expense, all labor, machinery and materials necessary to complete and install the work described herein in a good and workmanlike manner

AGREEMENT

Sub-Contractor shall provide and complete the following scope of work as further noted and described in the improvement plans and addendums thereto dated the day of 01/20/99, Revision _____, from _____, at the noted itemized prices

SCOPE OF WORK

SEVEN HILLS-PARCEL L- MASONRY RETAINING WALLS

Permit, labor,materials,and clean up of Cedco materials,and footing spoils Also including dampproofing and backfill CSO N will provide material for backfill

Initials

RM *ex*

Page 1 of 4

In connection with this Agreement, the parties hereto further agree as follows to the following terms and conditions

ISIC 1201

AA002354

Project Name: Eastern Entry Monumentation Walls
Contract No.: SH-179

**LAND DEVELOPMENT
CONSTRUCTION CONTRACT**

THIS LAND DEVELOPMENT CONSTRUCTION CONTRACT, entered into as of the 8th day of July, 1998, by and between

Sandstone Construction Company
("Contractor"), with address of
901 N. Green Valley Parkway
Suite No. 200
Henderson, Nevada 89014

and

Cedco, Inc.
("Subcontractor"), with address of
7210 Placid St.
Las Vegas, NV. 89119



is for the purpose of engaging Subcontractor to perform, install, or cause to be performed or installed, the subdivision land improvement work described below for the compensation herein provided, all upon the terms and conditions set forth below.

**ARTICLE 1
Scope of the Work**

1.1 Subcontractor shall install, construct and/or perform, or cause to be installed, constructed and/or performed, at the site identified as Eastern Entry Monumentation Walls, Seven Hills, Henderson, Nevada ("the Property") the work described below (and more particularly set forth in Subcontractor's proposal labeled Exhibit B attached at the end hereof) (herein collectively referred to as the "Work") and for the compensation set forth in Article 2 below.

1.1.1 General Scope of the Work

The Work shall include all labor, equipment and materials necessary to construct per your proposal #M1298A and in accordance with the plans, specifications and other requirements as more particularly set forth in said Exhibit B. Also included are plans engineering by a licensed P.E. The improvement plans have been prepared by Hunsaker & Assoc. and are dated 3/18/98.

1.2 The Work shall be performed to the satisfaction of (i) Contractor, its agent, any lending

EXHIBIT 14

(Part 3)

September 24, 2009 letter from Helm & Associates to Ironshore and others with enclosed Chapter 40 Notice, claimant's notice, defects list, reports and job file documents
Part 3 (ISIC 1217-1220, 1232-1235, 1246-1248, 1261-1273)

IN WITNESS WHEREOF, this Contract has been executed as of the date set forth at the beginning hereof.

CONTRACTOR

Sandstone Construction Company,
a Nevada General Corporation

By: *LeBrandy N...*

Title: _____

Date: 7/8/98

SUBCONTRACTOR

Cedco, Inc.
a Nevada Corporation

By: *[Signature]*

Title: VP Sec

Date: 7-8-98

Project Name: Eastern ry Monumentation Walls
Contract No.: SH-172

EXHIBIT A

<u>Description Of Work</u>	<u>Amount</u>	<u>Project/Cost Code</u>
Entry Monument Walls on Eastern	\$ 79,937.00	SHV-M-SHVO/TRS7 1-10-27-030

TOTAL	\$ 79,937.00
--------------	---------------------

(F:\Public\Legal\Forms\Const\LDCON B/22/95)

ISIC 1218

AA002358

Project Name: Grand Hills Drive Entry Walls and G.C. 1 Wall and View Rail
Contract No.: SH-044

**LAND DEVELOPMENT
CONSTRUCTION CONTRACT**

SH THIS LAND DEVELOPMENT CONSTRUCTION CONTRACT, entered into as of the
day of Oct. 14, 1996, by and between

Silver Canyon Partnership, a Nevada General Partnership
("Contractor"), with address of
901 N. Green Valley Parkway
Suite No. 200
Henderson, Nevada 89014

and

Cedco, Inc., a Nevada Corporation,
("Subcontractor"), with address of
7210 Placid
Las Vegas, Nevada 89119

is for the purpose of engaging Subcontractor to perform, install, or cause to be performed or installed, the subdivision land improvement work described below for the compensation herein provided, all upon the terms and conditions set forth below.

**ARTICLE 1
Scope of the Work**

1.1 Subcontractor shall install, construct and/or perform, or cause to be installed, constructed and/or performed, at the site identified as Seven Hills Grand Hills Drive Entry and G.C. 1, Henderson, Nevada ("the Property") the work described below (herein collectively referred to as the "Work") and for the compensation set forth in Article 2 below.

General Scope of the Work:

1.1.1 The Work consists of constructing walls, columns and view rail in accordance with the plans and specifications prepared by Haden Stanziale dated

1.2 The Work shall be performed to the satisfaction of (i) Contractor, its agent, any lending institutions having an interest in the Property (if required thereby) and (ii) all governmental agencies having requisite jurisdiction over the Property and the Work.

1.2.1 Contractor's agent for inspection of the Work shall be Haden Stanziale. Contractor reserves the right to change such agent upon written notification to Subcontractor.

1.3 Subcontractor shall obtain (i) all labor, equipment and materials (whether by

(F:\Public\Legal\Forms\Const\LOCON 8/22/95)

subcontract, purchase order or otherwise) necessary to fulfill its obligations under this Contract and (ii) all requisite building or other permit(s) for performance of the Work.

ARTICLE 2 Subcontractor's Compensation; Payment

2.1 Contractor shall pay to Subcontractor a lump sum not to exceed \$135,617.10 in consideration for its strict performance of this Contract ("Contract Sum"). Such Contract Sum is scheduled as to unit prices, quantities, phases of the Work and the like on Exhibit B hereto. Such Contract Sum is subject to adjustment, both additions and deductions, for changes in the Work ordered or approved in writing by the Contractor or its agent. Additions shall occur by reason of cost increases taking into account any savings in connection therewith, and deductions shall occur by reason of cost savings through a change in the Work. The Contract Sum includes all applicable taxes, business and other licenses and permits.

2.1.1 Changes must be in writing and approved by Contractor or Contractor's agent and be itemized by the cost code number as shown on Exhibit A.

2.2 Each voucher for payment of the Work must be delivered to Contractor by Subcontractor on or before the 15th day of a calendar month for payment on or before the 25th day of the following calendar month. Such payment will be for 90% of the total cost of the Work set forth on such voucher(s). Final payment (being the remaining 10% of such cost) shall be due and payable 35 days after the later of (i) final inspection and acceptance of the Work by all appropriate governmental authorities, (ii) acceptance of the Work by Contractor, provided that (a) no mechanic's or materialmen's liens affect the Property, (b) Subcontractor declares in writing to Contractor that there are no unpaid claims for mechanics' lien rights and written evidence that all suppliers and subcontractors are current on their SJS obligations, and (iii) the filing for record of a final notice of completion. Contractor's acceptance includes satisfaction of "punch list" items relating to the Work and delivery to Contractor of all serial numbers and related warranty information pertaining to all mechanical and electrical equipment installed.

2.3 Each voucher referred to above shall (i) be dated as to the then current date, (ii) refer to the Project Name and Contract No. and be itemized by the cost code number as shown on Exhibit A, hereof, (iii) describe all work and materials incorporated into the Work for which payment is sought, together with the name of such subcontractor, supplier, materialmen or other person supplying the same, (iv) denote (a) the full amount of such subcontractor's, materialman's or other person's contract, (b) the aggregate of previous payments made to such subcontractor, materialman or other person, (c) the amount obligated to be paid as a result of such incorporated work and materials, (d) the resulting balance of said contract and (e) be approved in writing by Subcontractor and the subcontractor, materialman or other person who supplied the work and materials and (v) be delivered to Contractor on or before the 15th day of a calendar month for payment as set forth in paragraph 2.2 above.

2.3.1 A written and Contractor (or Contractor's agent) approved change order must accompany any cost changes to validate same.

2.4 Subcontractor shall immediately pay and discharge or shall provide security sufficient and satisfactory in itself to its laborers, materialmen, governmental agencies, unions or


IN WITNESS WHEREOF, this Contract has been executed as of the date set forth at the beginning hereof.

CONTRACTOR

Silver Canyon Partnership,
a Nevada General Partnership

By: American Nevada Seven Hills, L.P.,
General Partner

By: SS Seven Hills, Inc.,
General Partner

By: 
Title: _____

SUBCONTRACTOR

Cedco, Inc.,
a Nevada Corporation

By: 

Title: Up Sec



Project Name: Grand Hills Dr. Ph. II Walls & Fences
Contract No.: SH-123

**LAND DEVELOPMENT
CONSTRUCTION CONTRACT**

THIS LAND DEVELOPMENT CONSTRUCTION CONTRACT, entered into as of
the 19th day of February, by and between

Sandstone Construction Company
("Contractor"), with address of
901 N. Green Valley Parkway
Suite No. 200
Henderson, Nevada 89014

and

Cedco, Inc., a Nevada Corporation,
("Subcontractor"), with address of
7210 Placid
Las Vegas, Nevada 89119

is for the purpose of engaging Subcontractor to perform, install, or cause to be performed or installed, the subdivision land improvement work described below for the compensation herein provided, all upon the terms and conditions set forth below.

**ARTICLE I
Scope of the Work**

1.1 Subcontractor shall install, construct and/or perform, or cause to be installed, constructed and/or performed, at the site identified as Grand Hills Dr. Ph. II Walls & fences, Seven Hills, Henderson, Nevada ("the Property") the work described below (herein collectively referred to as the "Work") and for the compensation set forth in Article 2 below.

General Scope of the Work:

1.1.1 The Work consists of constructing Village masonry walls, columns & view fences on G.H. Dr.-Ph.II, the above in accordance with Haden Stanziale design dated 9/23/97 & as detailed in Exhibit "A".

1.2 The Work shall be performed to the satisfaction of (i) Contractor, its agent, any lending institutions having an interest in the Property (if required thereby) and (ii) all governmental agencies having requisite jurisdiction over the Property and the Work.

1.2.1 Contractor's agent for inspection of the Work shall be John Prlina. Contractor reserves the right to change such agent upon written notification to Subcontractor.

IF:\Public\Legal\Firms\Const\LDCON 8/22/95) 1

1.3 Subcontractor shall obtain (i) all labor, equipment and materials (whether by subcontract, purchase order or otherwise) necessary to fulfill its obligations under this Contract and (ii) all requisite building or other permit(s) for performance of the Work.

ARTICLE 2

Subcontractor's Compensation; Payment

2.1 Contractor shall pay to Subcontractor a lump sum not to exceed \$223,609.00 in consideration for its strict performance of this Contract ("Contract Sum"). Such Contract Sum is scheduled as to unit prices, quantities, phases of the Work and the like on Exhibit A hereto. Such Contract Sum is subject to adjustment, both additions and deductions, for changes in the Work ordered or approved in writing by the Contractor or its agent. Additions shall occur by reason of cost increases taking into account any savings in connection therewith, and deductions shall occur by reason of cost savings through a change in the Work. The Contract Sum includes all applicable taxes, business and other licenses and permits.

2.1.1 Changes must be in writing and approved by Contractor or Contractor's agent and be itemized by the cost code number as shown on Exhibit A.

2.2 Each voucher for payment of the Work must be delivered to Contractor by Subcontractor on or before the 15th day of a calendar month for payment on or before the 25th day of the following calendar month. Such payment will be for 90% of the total cost of the Work set forth on such voucher(s). Final payment (being the remaining 10% of such cost) shall be due and payable 35 days after the later of (i) final inspection and acceptance of the Work by all appropriate governmental authorities, (ii) acceptance of the Work by Contractor, provided that (a) no mechanic's or materialmen's liens affect the Property, (b) Subcontractor declares in writing to Contractor that there are no unpaid claims for mechanics' lien rights and written evidence that all suppliers and subcontractors are current on their SIRS obligations, and (iii) the filing for record of a final notice of completion. Contractor's acceptance includes satisfaction of "punch list" items relating to the Work and delivery to Contractor of all serial numbers and related warranty information pertaining to all mechanical and electrical equipment installed.

2.3 Each voucher referred to above shall (i) be dated as to the then current date, (ii) refer to the Project Name and Contract No. and be itemized by the cost code number as shown on Exhibit A, hereof, (iii) describe all work and materials incorporated into the Work for which payment is sought, together with the name of such subcontractor, supplier, materialman or other person supplying the same, (iv) denote (a) the full amount of such subcontractor's, materialman's or other person's contract, (b) the aggregate of previous payments made to such subcontractor, materialman or other person, (c) the amount obligated to be paid as a result of such incorporated work and materials, (d) the resulting balance of said contract and (e) be approved in writing by Subcontractor and the subcontractor, materialman or other person who supplied the work and materials and (v) be delivered to Contractor on or before the 15th day of a calendar month for payment as set forth in paragraph 2.2 above.

2.3.1 A written and Contractor (or Contractor's agent) approved change order must accompany any cost changes to validate same.

2.4 Subcontractor shall immediately pay and discharge or shall provide security sufficient and satisfactory in itself to its laborers, materialmen, governmental agencies, unions or other creditors for the payment of any obligation or alleged obligation in connection with labor and materials to perform the Work in the event a lien or claim is established or is attempted to be established upon or against the Work or the Property upon which the Work is

[F:\Public\Legal\Forms\Cons\LDCON 8/27/95]

2.4 Subcontractor shall immediately pay and discharge or shall provide security sufficient and satisfactory in itself to its laborers, materialmen, governmental agencies, unions or other creditors for the payment of any obligation or alleged obligation in connection with labor and materials to perform the Work in the event a lien or claim is established or is attempted to be established upon or against the Work or the Property upon which the Work is situated. Contractor may, as a condition precedent to any payment hereunder, require the Subcontractor to submit complete waivers and releases of any and all claims from any person, firm or corporation and may further require the Subcontractor to furnish Contractor with an affidavit showing all sources of material obtained by the Subcontractor for use in the performance of this Contract, all in a form reasonably satisfactory to Contractor.

2.5 Contractor may withhold any payment due under this Contract to such extent as may be necessary to protect Contractor from loss on account of (i) defective work not remedied, (ii) lien or other claim filed or reasonable evidence indicating probable nonpayment by Subcontractor of material or labor connected with the Work, (iii) reasonable doubt that the balance of the Contract can be completed for the then unpaid balance or (iv) damage to another contractor or subcontractor on the Property. Upon removal of such ground(s) for withholding such payment, payment thereof shall be made by Contractor less any credit or offset as herein set forth.

2.5.1 Notwithstanding the foregoing, if (i) any laborer, person or firm supplying or providing labor, materials, equipment or services to Subcontractor, or any of its subcontractors, for the Work, shall make any claim or demand against Contractor, or shall file any lien under any merchant's lien law, Mechanic's Lien Law, or otherwise against Contractor, and (ii) Subcontractor shall not cause the discharge or release thereof within two (2) days thereof, then, and in such events, Contractor shall have the right (but not the obligation) to pay or retain out of monies due or to become due to Subcontractor under this Contract a sum sufficient to pay and discharge in full any and all such claims, demands or liens, and in addition, the costs incurred by Contractor by any reason thereof. Any such sums paid or retained shall be an offset against any monies due or to become due to Subcontractor under this Contract and to the extent thereof, shall decrease or extinguish, as the case may be, any obligation to Subcontractor. If Contractor shall make any payment on account of the foregoing in excess of the monies due to Subcontractor, at the time of such payment, Subcontractor shall immediately upon demand, pay to Contractor a sum equal to such excess amount.

2.6 Contractor may, at Contractor's discretion, cause any payments to Subcontractor required hereunder to be made by check payable jointly to Subcontractor and the respective subcontractor or materialman or other person who has provided the labor or materials as set forth in any such voucher or progress payment request statement.

2.6.1 Contractor may also, upon receipt(s) of proper notice from a governmental agency or other entity involved with employees of Subcontractor or its subcontractors, pay directly thereto such union benefits, payroll taxes, federal, state and local taxes, etc., as the case may be, in the event Subcontractor fails to pay, or be delinquent in payment of, same.

2.7 No payment made to Subcontractor, nor partial or entire use or occupancy of the

{F:\Public\Legal\Forms\Const\LDON 8/22/95}

3

IN WITNESS WHEREOF, this Contract has been executed as of the date set forth at the beginning hereof.

CONTRACTOR

Sandstone Construction Company,
a Nevada General Partnership

By: *[Signature]*

Title: V.P.

Dated: 2/17/98

SUBCONTRACTOR

Cedco, Inc.,
a Nevada Corporation

By: *[Signature]*

Title: UP SEC

Dated: 2-5-98

Project Name: Parcel N1 Rear Fences/Columns/View Cones
Contract No.: SH-167

**LAND DEVELOPMENT
CONSTRUCTION CONTRACT**

THIS LAND DEVELOPMENT CONSTRUCTION CONTRACT, entered into as of
the 6th day of July, 1998, by and between

Sandstone Construction Company
("Contractor"), with address of
901 N. Green Valley Parkway
Suite No. 200
Henderson, Nevada 89014

and

Cedco, Inc.
("Subcontractor"), with address of
7210 Placid St.
Las Vegas, NV. 89119

is for the purpose of engaging Subcontractor to perform, install, or cause to be performed or installed, the subdivision land improvement work described below for the compensation herein provided, all upon the terms and conditions set forth below.

**ARTICLE I
Scope of the Work**

- 1.1 Subcontractor shall install, construct and/or perform, or cause to be installed, constructed and/or performed, at the site identified as Parcel N1, Seven Hills, Henderson, Nevada ("the Property") the work described below (and more particularly set forth in Subcontractor's proposal labeled Exhibit B attached at the end hereof) (herein collectively referred to as the "Work") and for the compensation set forth in Article 2 below.

1.1.1 General Scope of the Work

The Work shall include all labor, equipment and materials necessary to construct per your proposal #M943A, Rear Fences, Columns & View Cones and in accordance with the plans, specifications and other requirements as more particularly set forth in said Exhibit B. Also included are plans engineering by a licensed P.E. The improvement plans have been prepared by Haden Stanziale and are dated Pending.

- 1.2 The Work shall be performed to the satisfaction of (i) Contractor, its agent, any lending

institutions having an interest in the Property (if required thereby) and (ii) all governmental agencies having requisite jurisdiction over the Property and the Work.

- 1.2.1 Contractor's agent for inspection of the Work shall be John Prlina. Contractor reserves the right to change such agent upon written notification to Subcontractor.
- 1.3 Subcontractor shall obtain (i) all labor, equipment and materials (whether by subcontract, purchase order or otherwise) necessary to fulfill its obligations under this Contract and (ii) all requisite building or other permit(s) for performance of the Work.

ARTICLE 2

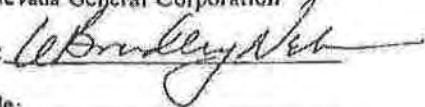
Subcontractor's Compensation; Payment

- 2.1 Contractor shall pay to Subcontractor the lump sum of \$ 362,065.00 in consideration for its strict performance of this Contract ("Contract Sum"). Such Contract Sum is scheduled as to unit prices, phases of the Work and the like on Exhibit B attached hereto. Such Contract Sum is subject to adjustment, both additions and deductions, for changes in the Work ordered or approved in writing by the Contractor or its agent. Additions shall occur by reason of cost increases taking into account any savings in connection therewith, and deductions shall occur by reason of cost savings through a change in the Work. The Contract Sum includes all applicable taxes, business and other licenses and permits.
- 2.1.1 Changes must be in writing and approved by Contractor or Contractor's agent and be itemized by the cost code number as shown on Exhibit A.
- 2.2 Each voucher for payment of the Work must be delivered to Contractor by Subcontractor on or before the fifteenth (15th) day of a calendar month for payment by the twenty-fifth (25th) day of the following calendar month. Such payment will be for 90% of the total cost of the Work set forth on such voucher(s). Final payment (being the remaining 10% of such cost) shall be due and payable 35 days after the later of (i) final inspection and acceptance of the Work by all appropriate governmental authorities, (ii) acceptance of the Work by Contractor, provided that (a) no mechanic's or materialmen's liens affect the Property, (b) Subcontractor declares in writing to Contractor that there are no unpaid claims for mechanics' lien rights and written evidence that all suppliers and subcontractors are current on their SIRS obligations, and (iii) the filing for record of a final notice of completion. Contractor's acceptance includes satisfaction of "punch list" items relating to the Work and delivery to Contractor of all serial numbers and related warranty information pertaining to all mechanical and electrical equipment installed.
- 2.3 Each voucher referred to above shall (i) be dated as to the then current date, (ii) refer to the Project Name and Contract No. and be itemized by the cost code number as shown on Exhibit A, hereof, (iii) describe all work and materials incorporated into the Work for which payment is sought, together with the name of such subcontractor, supplier, materialmen or other person supplying the same, (iv) denote (a) the full amount of such subcontractor's, materialman's or other person's contract, (b) the aggregate of previous payments made to such subcontractor, materialman or other person, (c) the amount obligated to be paid as a result of such incorporated work and materials, (d) the resulting balance of said contract and (e) be approved in writing by Subcontractor and the

IN WITNESS WHEREOF, this Contract has been executed as of the date set forth at the beginning hereof.

CONTRACTOR

Sandstone Construction Company,
a Nevada General Corporation

By: 

Title: _____

Date: 7/6/98

SUBCONTRACTOR

Cedco, Inc.,
a Nevada Corporation

By: 

Title: VP Sec

Date: 6-25-98

Project Name: Parcel N1 Rear 1 ces/Columns/View Cones
 Contract No.: SH-167

\$48,455.03 INV # 31181

EXHIBIT A

<u>Description Of Work</u>	<u>Amount</u>	<u>Project/Cost Code</u>
<u>LOT 1 Block 1</u>		
Fence/Column/Cone:	\$ 12,998.28	SHV-S-00N1/ 2-10-27-098
<u>LOT 2 Block 1</u>		
Fence/Column/Cone	\$ 8,195.25	
<u>LOT 3 Block 1</u>		
Fence/Column/Cone	\$ 6,141.50	
<u>LOT 4 Block 1</u>		
Fence/Column/Cone	\$ 7,732.00	
<u>LOT 5 Block 1</u>		
Fence/Column/Cone	\$ 7,661.50	
<u>LOT 6 Block 1</u>		
Fence/Column/Cone,	\$ 5,726.50	\$30,004.25 32584
<u>LOT 7 Block 1</u>		
Fence/Column/Cone	\$ 5,733.00	
<u>LOT 8 Block 1</u>		
Fence/Column/Cone	\$ 6,453.75	
<u>LOT 9 Block 1</u>		
Fence/Column/Cone	\$ 6,453.75	
<u>LOT 10 Block 1</u>		
Fence/Column/Cone	\$ 6,453.75	#33192
<u>LOT 11 Block 1</u>		
Fence/Column/Cone	\$ 6,453.75 710 00 5143.75	112 114 00

(F:\Public\Legal\Forms\Const\LDCON B/22/95)

ISIC 1262

AA002369

LOT 12 Block 1

Fence/Column/Cone \$6,015.00 110.00
5405.00

LOT 13 Block 1

Fence/Column/Cone \$5,748.75 110.00
5087.00

LOT 14 Block 1

Fence/Column/Cone \$5,797.00 110.00
5087.00

LOT 16 Block 1

Fence/Column/Cone \$6,043.75 110.00
5399.75

LOT 17 Block 1

Fence/Column/Cone \$6,043.75 110.00
5399.75

LOT 18 Block 1

Fence/Column/Cone \$12,332.00 110.00
11,172.00

Termino, Cal De S. Common Elements O and N

Fence/Column/Cone ~~11,172.00~~ 11,172.00

LOT 1 Block 2

Fence/Column/Cone \$8,933.25 ~~1,121.00~~ 5512.00 #34,91

LOT 2 Block 2

Fence/Column/Cone \$7,174.50 ~~1,121.00~~ 4319.50
7821.00

Common Elements O and N

Fence/Column/Cone ~~11,172.00~~ 11,172.00

LOT 3 Block 2

Fence/Column/Cone ~~11,172.00~~ 11,172.00

LOT 4 Block 2

Fence/Column/Cone ~~11,172.00~~ 11,172.00

LOT 5 Block 2

Fence/Column/Cone ~~11,172.00~~ 11,172.00

(F:\Public\Legal\Forms\Cons\LDCON 8/22/95)

Bill 4/15/99

93,417.75

#33,07-8

LOT 9 Block 2	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 12 Block 2</u>	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 13 Block 2</u>	4100.50
Fence/Column/Corner	\$ 6,934.25
<u>LOT 14 Block 2</u>	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 17 Block 2</u>	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 18 Block 2</u>	4100.50
Fence/Column/Corner	\$ 6,835.00
<u>LOT 19 Block 2</u>	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 22 Block 2</u>	3577.50
Fence/Column/Corner	\$ 6,043.75
<u>LOT 23 Block 2</u>	3504.50
Fence/Column/Corner	\$ 5,973.25
<u>LOT 24 Block 2</u>	3577.50
<u>LOT 25 Block 2</u>	4941.75
Fence/Column/Corner	\$ 5,998.50
<u>LOT 26 Block 2</u>	2904.00
Fence/Column/Corner	\$ 5,000.25
<u>LOT 27 Block 2</u>	3577.50
Fence/Column/Corner	\$ 5,633.75
<u>LOT 28 Block 2</u>	3037.00
Fence/Column/Corner	\$ 5,217.25

33821
45,103.00

LOT 29 Block 2

Fence/Column/Cone \$ 4,560.50

LOT 30 Block 2

Fence/Column/Cone \$ 4,560.50

LOT 31 Block 2

Fence/Column/Cone \$ 6,284.00

LOT 32 Block 2

Fence/Column/Cone \$ 9,244.00

LOT 33 Block 2

Fence/Column/Cone \$ 7,044.75

LOT 34 Block 2

Fence/Column/Cone \$ 6,194.00

LOT 35 Block 2

Fence/Column/Cone \$ 6,079.00

LOT 36 Block 2

Fence/Column/Cone \$ 6,248.75

LOT 37 Block 2

Fence/Column/Cone \$ 6,213.50

LOT 38 Block 2

Fence/Column/Cone \$ 7,329.75

LOT 8 Block 3

Fence/Column/Cone \$ 9,037.75

LOT 9 Block 3

Fence/Column/Cone \$ 6,535.25

LOT 10 Block 3

Fence/Column/Cone \$ 6,535.25

(F:\Public\Legal\Forms\Const\LDCON 8/22/95)

ISIC 1265

AA002372

LOT 11 Block 3

Fence/Column/Cone

\$ 5,902.75

TOTAL

\$ 362,065.28

* As Detailed in Cedco's Proposal # M943A

+ 91,749.75 + 35115.16

(F:\Public\Legal\Forms\Const\LDCOH 8/22/95)

ISIC 1266

AA002373

SEP. 8. 2009 11:19AM

NO. 5729 P. 1

THOMAS J. LINCOLN*
RANDALL D. GUSTAFSON*
THEODORE R. CERCOS*
NICHOLAS B. SALENKO*
LOREN & YOUNG
SHANNON G. ROONEY

CHRISTOPHER A. TURKZO
ATTHYN K. RUCKER
JAMES M. BARRINGTON
KEVIN E. GERUND*
HAROLD J. ROSENTHAL
IDA M. YEANLA
RYAN S. PETERSEN
JOHN J. SUMER

*ALSO ADMITTED IN CALIFORNIA
*ALSO ADMITTED IN ARIZONA

LINCOLN, GUSTAFSON & CERCOS
LLP

ATTORNEYS AT LAW

2300 WEST SAHARA AVENUE
SUITE 300 BOX 2
LAS VEGAS, NV 89102-4375

TELEPHONE (702) 257-1997
FACSIMILE (702) 257-1103
E-MAIL INFO@LGCLOFFICE.COM

Founded 1987

SAN DIEGO COUNTY OFFICE
225 BROADWAY, SUITE 2000
SAN DIEGO, CA 92101
TELEPHONE (619) 233-1150
FACSIMILE (619) 233-6940

PHOENIX OFFICE
3131 E. CAMELBACK RD., #100
PHOENIX, ARIZONA 85016
TELEPHONE (602) 606-5713
FACSIMILE (602) 606-5703

OTHER OFFICES

SAN FRANCISCO
LOS ANGELES

NICHOLAS B. SALENKO
MANAGING PARTNER - LAS VEGAS

FACSIMILE TRANSMISSION COVER SHEET

FACSIMILE

TO: Kevin Helm, Esq. (702) 258-0114
HELM & ASSOCIATES

FROM: Staci Ibarra, Paralegal to
Shannon G. Rooney, Esq.

DATE: September 8, 2009

RE: Seven Hills Master Planned
Community Association v. American
Nevada Company, LLC (Monuments)

MESSAGE: Attached please find correspondence of an even date.

WE ARE TRANSMITTING A TOTAL OF 5 PAGES INCLUDING THE COVER SHEET.

Copies to follow via U.S. mail? Yes

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

If there are any problems with transmission of this facsimile, please contact Staci Ibarra at Lincoln, Gustafson & Cercos at 702-257-1997.

V:\P-T\Seven Hills (Monuments)\Faxes\Main_890909.cti.vpd

ISIC 1267

AA002374

SEP. 8. 2009 11:19AM

NO. 5729 P. 2

THOMAS J. LINCOLN*
 RANDALL D. GUSTAFSON**
 THEODORE B. CERCOS*
 NICHOLAS B. SALERNO*
 LOREN E. YOUNG
 SHANNON G. ROONEY

**LINCOLN, GUSTAFSON & CERCOS
 LLP**

ATTORNEYS AT LAW

2500 WEST SAHARA AVENUE
 SUITE 300, BOX 2
 LAS VEGAS, NV 89102-4378

TELEPHONE (702) 257-1997
 FACSIMILE (702) 257-2103
 E-MAIL: INFO@LGC.LAWOFFICE.COM

Founded 1987

September 8, 2009

SAN DIEGO COUNTY OFFICE
 125 BROADWAY, SUITE 1000
 SAN DIEGO, CA 92101
 TELEPHONE (619) 233-1153
 FACSIMILE (619) 233-6949

PHOENIX OFFICE
 8151 E. CAMELBACK RD., #100
 PHOENIX, ARIZONA 85016
 TELEPHONE (602) 624-5715
 FACSIMILE (602) 624-5715

OTHER OFFICES

SAN FRANCISCO
 LOS ANGELES

NICHOLAS B. SALERNO
 MANAGING PARTNER - LAS VEGAS

CHRISTOPHER A. TURIZO
 ARTHUR M. RUCKEN
 JAMES M. BARRINGTON
 KOREN E. GESUND*
 HAROLD J. ROSENTHAL
 IDA M. YARRA
 RYAN S. FETTERSEN
 JOHN A. SHEDDER

*ALSO ADMITTED IN CALIFORNIA
 *ALSO ADMITTED IN ARIZONA

VIA FACSIMILE & CERTIFIED MAIL

**NRS 40.600 NOTICE OF CONSTRUCTION DEFECTS
 AND TENDER OF DEFENSE AND INDEMNITY**

Kevin Helm, Esq.
 HELM & ASSOCIATES
 2810 W. Charleston Blvd.
 Suite G67
 Las Vegas, NV 89102

Re: Seven Hills Master Planned Community Association v. American
 Nevada Company, LLC (Monuments)

Our Clients: Granite Silver Development Partners,
 Limited Partnership, FC-Silver Canyon,
 Inc., American Nevada Seven Hills Limited
 Partnership, SS Seven Hills, Inc., and
 Silver Canyon Partnership ("SCP")
 Your Client: Cedco, Inc.

Dear Mr. Helm:

My firm has been retained to represent SCP in connection with the
 above referenced matter. The purpose of this letter is to place Cedco,
 Inc. on notice of claims of construction defects made by the Seven
 Hills Master Planned Community Association ("Claimant"). Please
 allow this to confirm that you have been authorized to accept service
 of the above Chapter 40 Notice on behalf of Cedco, Inc.

ANC was served with the enclosed Notice of Constructional Defects
 regarding Monuments, light poles, and landscape, water irrigation
 and the water meter associated with the Robert's Realty property
 of the Seven Hills Master Planned Community located in Henderson,
 Nevada. These are issues that were not included in the settlement
 and release regarding the prior Seven Hills Master HOA litigation.

received
 9.7.9 C9

ISIC 1268

AA002375

SEP. 8. 2009 11:19AM

NO. 5729 P. 3

Re: Seven Hills Master Planned Community Association v. American
Nevada Company, LLC (Monuments)

September 8, 2009

Page 2

After diligent efforts to locate project construction materials, it is believed that Cedco, Inc. is responsible for the alleged monument allegations. Accordingly, NRS 40.464 requires that SCP place you on notice of the claims.

NRS 40.646 provides a right to inspect the property and perform repairs. Specifically, NRS 40.646 provides thirty (30) days to request an inspection of the property and requires a written response to the Claimant's Notice within 90 days of receipt of this letter. We are working with Plaintiff's counsel to develop a protocol for completion of the Chapter 40 process including appointment of a Special Master, project inspections, Chapter 40 responses, and a mediation.

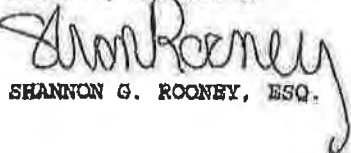
This correspondence also serves as a formal tender of defense and indemnification of SCP in connection with the Seven Hills Master Planned Community Association's Notice of Claim. Pursuant to the language of your subcontract and applicable law, SCP will seek recovery of any expense incurred defending claims relating to Cedco, Inc.'s scope of work including, but not limited to, attorney's fees, costs, and any amounts paid in settlement and/or judgment.

Accordingly, SCP hereby tenders its defense in the above referenced matter to you and your insurance carriers and demands indemnification from all claims relating to or arising from work performed by Cedco, Inc. at the Seven Hills Master Planned Community regarding the above issues. SCP also requests that you provide notice of this claim to all carriers providing general liability insurance coverage to Cedco, Inc. from the time your work was performed at the project to the present.

Thank you for your attention to this matter. We look forward to hearing from you.

Very truly yours,

LINCOLN, GUSTAFSON & CERCOS


SHANNON G. ROONEY, ESQ.

SGR/si
Enclosure

ISIC 1269

AA002376



BURKETT & WONG
ENGINEERS

PRELIMINARY CIVIL DEFECT LIST
Seven Hills Master Association
October 31, 2007

STRUCTURAL ENGINEERING
CIVIL ENGINEERING
SURVEYING
LAND PLANNING

14.1 Defect Observed: Horizontal reinforcing not properly located in masonry fence

Location: Various locations (see Existing Conditions Plan for locations)
Codes & Standards: City of Henderson Standard Detail MAS-4
Resultant Damage: Cracking and deterioration of masonry fence
Repair Recommendation: Install ladder reinforcing

14.2 Defect Observed: Missing vertical reinforcing in masonry fence

Location: Various locations (see Existing Conditions Plan for locations)
Codes & Standards: City of Henderson Standard Detail MAS-4
Resultant Damage: Cracking and deterioration of masonry fence
Repair Recommendation: Install additional reinforcing

14.3 Defect Observed: Short vertical reinforcing in masonry fence

Location: Various locations (see Existing Conditions Plan for locations)
Codes & Standards: City of Henderson Standard Detail MAS-4
Resultant Damage: Cracking and deterioration of masonry fence
Repair Recommendation: Install additional reinforcing

14.4 Defect Observed: Missing fence cap

Location: Various locations (see Existing Conditions Plan for locations)
Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used
Resultant Damage: Cracking and deterioration of masonry fence
Repair Recommendation: Install caps to match adjacent wall

14.5 Defect Observed: Loose fence cap

Location: Various locations (see Existing Conditions Plan for locations)
Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used
Resultant Damage: Cracking and deterioration of masonry fence
Repair Recommendation: Remove & reinstall caps

Seven Hills Master Association
October 31, 2007
Page 2 of 4

14.6 Defect Observed: Missing column cap

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Install caps to match adjacent columns

14.7 Defect Observed: Loose column cap

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Install caps to match adjacent column

14.8 Defect Observed: Inadequate embedment of masonry fence footing

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: City of Henderson Standard Detail MAS-4

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Install footing key per detail

14.9 Defect Observed: Cracked masonry fence (within grout lines)

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: City of Henderson Standard Detail MAS-4

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & reinstall grout

14.10 Defect Observed: Cracked masonry fence (through masonry blocks)

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: City of Henderson Standard Detail MAS-4

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & reconstruct portion of masonry fence

14.11 Defect Observed: Cracked concrete curb

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice

Resultant Damage: Cracking and deterioration of adjacent hardscape and pavements

Repair Recommendation: Remove and reconstruct portion of curb

Seven Hills Master Association
October 31, 2007
Page 3 of 4

14.12 Defect Observed: Cracked fence cap

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & replace fence cap

14.13 Defect Observed: Cracked column cap

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & replace column cap

14.14 Defect Observed: Efflorescence on retaining wall

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: City of Henderson Standard Detail MAS-4

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Install waterproofing at back of wall

14.15 Defect Observed: Direct buried iron fence

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Standard of practice

Resultant Damage: Rusting & deterioration of fence posts

Repair Recommendation: Remove & reset fence posts within a concrete footing. Rehabilitate rusted or deteriorated fence posts as necessary

14.16 Defect Observed: Inappropriately constructed fence caps

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & replace fence caps

Seven Hills Master Association
October 31, 2007
Page 4 of 4

14.17 Defect Observed: Inappropriately constructed column cap

Location: Various locations (see Existing Conditions Plan for locations)

Codes & Standards: Details by Haden Stanziale/EDSA. Standard of practice for the materials used

Resultant Damage: Cracking and deterioration of masonry fence

Repair Recommendation: Remove & replace column caps

BURKETT & WONG ENGINEERS

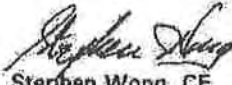

Stephen Wong, CE
Principal

EXHIBIT 15

December 22, 2009 letter from Zurich to Ironshore (ISIC 1299-1300)



December 22, 2009

Ironshore Insurance
50 California Street
Suite 1500
San Francisco, CA 94111

Re: Tender for Defense and Indemnity

Named Insured: Cedco, Inc.

Mutual Insured: Cedco, Inc.

Zurich North America

Claims

P.O. Box 66965
Chicago, IL
60666-0965

Fax (866) 257-1205
<http://www.zurichna.com>

ZURICH Claim No.: 9260078343

Claim/Litigation: :Seven Hills Master Community Association
(Monuments)

Ironshore Policy #: 018ER0905001

Dear Claims Professional:

The purpose of this letter is to tender the defense and indemnity on behalf of Cedco, Inc. under any and all insurance policy(ies) issued to Cedco, Inc. regarding the above-referenced litigation.

This case involves the entry monuments at several portions of the Seven Hills Master community project located in Henderson, NV. The subcontract dates range from July 1998 to September 2001.

I look forward to your prompt and favorable response to this tender. It should be clearly understood, Assurance Company of America reserves all its rights to seek reimbursement for any and all monies expended

106134-JPS

ISIC 1299

AA002382

December 2, 2009
Page 2

in this matter,

Sincerely,

Patricia Gier
Claim Specialist II
Assurance Company of America
(702) 408-3842

ISIC 1300

AA002383

EXHIBIT 16

April 26, 2010 letter from Midlands to Ironshore (ISIC 1290-1292)



HOME OFFICE

3503 N.W. 63RD STREET
SUITE 204
OKLAHOMA CITY, OK 73116
P.O. BOX 23198
OKLAHOMA CITY, OK 73123
PHONE: 405.840.0950
FAX: 405.840.0584
www.midlandsclaim.com

WORKERS COMPENSATION
DIVISION
P.O. BOX 238808
OKLAHOMA CITY, OK 73123

LOCATIONS

CALIFORNIA
23801 CALABASAS ROAD
SUITE 2000
CALABASAS, CA 91302
P.O. BOX 8909
CALABASAS, CA 91372
PHONE: 818.224.2134
FAX: 818.224.2169
LICENSE #: 2D85815

FLORIDA
7257 N.W. 4TH BOULEVARD
SUITE 11
GAINESVILLE, FL 32607
PHONE: 352.331.2355
FAX: 352.331.2356

NEW YORK
51 EAST 42ND STREET
SUITE 616
NEW YORK, NY 10017
PHONE: 212.681.8308
FAX: 212.681.8307

TEXAS
160 ADDISON TOWER
16415 ADDISON ROAD
ADDISON, TX 75001
PHONE: 972.588.2002
FAX: 972.588.2090

OMAG
4130 NORTH LINCOLN
BOULEVARD
OKLAHOMA CITY, OK 73106
PHONE: 405.525.4049
FAX: 405.525.0009

April 26, 2010

ATTN: JOHN REUSCH
IRONSHORE INSURANCE SERVICES LLC
JOHN.REUSCH@IRONSHORE.COM

Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Insured : CEDCO, Incorporated
Policy No. : 018ER0905001
Policy Dates : June 1, 2009 to June 1, 2010
Claimant : Seven Hills HOA
Our File No. : 106134

This will serve as our initial report on the above captioned matter.

Assignment

We have been asked to assist Ironshore in the investigation of a construction defect allegation.

Factual Background

This action involves single-family residences and common areas in the Seven Hills development located in the city of Henderson, Nevada. It appears CEDCO, Incorporated completed their work on the homes/lots involved in this case from 2000 through 2001.

The documents supplied to us revealed the construction involved in this project was completed by CEDCO, Incorporated before the policy inception date.

The Policy

Ironshore issued Policy Number 018ER0905001 with effective dates of June 1, 2009 to June 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

ISIC 1290

AA002385

To: Ironshore Insurance Services, LLC
Re: CEDCO, Incorporated
Date: April 26, 2010

The policy is also subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed).

Based on our review of the materials and information submitted regarding the subject project, we recommend a declination of coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by CEDCO, Incorporated prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Liability Analysis

We have not been provided with a copy of the defect list or cost of repair.

Injuries/Damages

We have not received a defect list related to this claim.

Reserve Analysis

REDACTED

Litigation Plan

As this matter appears to fall outside the scope of coverage, we do not plan to direct, or participate in any possible litigation related to this claim.

Action Plan

1. Pending your approval, send Declination of coverage, outlining our understanding of the facts and coverage issues and our reasons for concluding that there is no coverage obligation in this case.
2. Monitor, or hold in abeyance for 30 days. If no response at that time, we will close our file.

To: Ironshore Insurance Services, LLC
Re: CEDCO, Incorporated
Date: April 26, 2010

Next Report Date

None, if no response is received in 30 days.

Yours very truly,
Midlands Claim Administrators, Inc.

A handwritten signature in dark ink, appearing to read "John P. Spearman", is written over the typed name.

John P. Spearman

JS/mb

EXHIBIT 17

April 26, 2010 disclaimer letter from Midlands to Helm & Associates (cc Cedco and Travelers) (ISIC 1064-1071)



HOME OFFICE

3503 N.W. 63RD STREET
SUITE 204
OKLAHOMA CITY, OK 73116
P.O. BOX 23198
OKLAHOMA CITY, OK 73123
PHONE: 405.840.0950
FAX: 405.840.0564
www.midlandsclaim.com

WORKERS COMPENSATION
DIVISION
P.O. BOX 238808
OKLAHOMA CITY, OK 73123

LOCATIONS

CALIFORNIA
23801 CALABASAS ROAD
SUITE 2000
CALABASAS, CA 91302
P.O. BOX 8809
CALABASAS, CA 91372
PHONE: 818.224.2134
FAX: 818.224.2169
LICENSE #: 2D85615

FLORIDA
7257 N.W. 4TH BOULEVARD
SUITE 11
GAINESVILLE, FL 32607
PHONE: 352.331.2355
FAX: 352.331.2356

NEW YORK
51 EAST 42ND STREET
SUITE 616
NEW YORK, NY 10017
PHONE: 212.681.8308
FAX: 212.681.8307

TEXAS
160 ADDISON TOWER
16415 ADDISON ROAD
ADDISON, TX 75001
PHONE: 972.588.2002
FAX: 972.588.2090

OMAG
4130 NORTH LINCOLN
BOULEVARD
OKLAHOMA CITY, OK 73105
PHONE: 405.525.4049
FAX: 405.525.0009

April 26, 2010

**VIA REGULAR & CERTIFIED MAIL
(RETURN RECEIPT REQUESTED)**

**ATTN KEVIN
HELM & ASSOC
2810 W CHARLESTON BLVD
SUITE G 67
LAS VEGAS NV 89102**

Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Insured : CEDCO, Incorporated
Policy No. : 018ER0905001
Policy Dates : June 1, 2009 to June 1, 2010
Claimant : Seven Hills HOA
Our File No. : 106134

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned at the Home Office address.

Dear Mr. Helm:

On behalf of Ironshore Specialty Insurance Company (hereinafter, "Ironshore"), this letter will serve to acknowledge receipt of the above captioned matter by this office. We are the claim administrators for this program. Please make note of our claim number and direct all future correspondence to this office, to the attention of this writer using our claim number as a reference.

Based on these documents and other information submitted, we have determined that this claim does not fall within the scope of coverage, or is otherwise excluded from coverage under the Ironshore policy, or policies issued to CEDCO, Incorporated. As such, unless additional, new or different information is provided, Ironshore must deny your request for coverage in this matter. Our reasons for concluding that there is no coverage are explained below.

ISIC 1064

AA002389

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

Factual Background

This action involves single-family residences and common areas in the Seven Hills development located in the city of Henderson, Nevada. It appears CEDCO, Incorporated completed their work on the homes/lots involved in this case from 2000 through 2001.

The documents supplied to us revealed the construction involved in this project was completed by CEDCO, Incorporated before the policy inception date.

The Policy

Ironshore issued Policy Number 018ER0905001 with effective dates of June 1, 2009 to June 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

Based on the facts of this matter as reported to Ironshore, when compared to the terms, conditions, exclusions and endorsements of the Ironshore policy or policies at issue, this claim does not fall within the coverage provided under the policy or policies under which coverage is being sought.

Declination of Coverage

Ironshore respectfully disclaims coverage in this matter subject to the terms, conditions, exclusions and limits of the Ironshore policy, and the applicable law. CEDCO, Incorporated completed their work on this project prior to inception of the policy. Therefore, coverage would not be triggered due in part to the Continuous or Progressive Injury or Damage Exclusion.

Who is an Insured

The policy contains a description of who is considered an insured under the policy. **SECTION II WHO IS AN INSURED**, states:

1. *If you are designated in the Declarations as:*
 - a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.*
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*

2 *Each of the following is also an insured:*

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.*

However, none of these "employees" or "volunteer workers" are insureds under this policy with respect to:

(1) *"bodily injury" or "personal and advertising injury":*

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a, co-employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

- (b) *To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (i) (a) above;*
- (c) *For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (i)(a) or (b) above; or*
- (d) *Arising out of his or her providing or failing to provide professional health care services.*

SECTION II — WHO IS AN INSURED is amended by Endorsement – **ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies the insurance policy and reads as follows:

- A. Section II — Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. *Your acts or omissions; or*
- 2. *The acts or omissions of those acting on your behalf;*

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

It is further agreed that such insurance as is afforded by this Policy for the benefits of an additional insured shall be primary and non-contributory.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. "Property Damage" which manifests after expiration of the Policy.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, exclusions and conditions of the policy remain unchanged.

The Ironshore policy also includes the (IB.EX.014B 7/08Ed) endorsement below:

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury" or "property damage":

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*
3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, conditions and exclusions remain unchanged.

Ironshore respectfully declines coverage based upon the Continuous or Progressive Injury or Damage Exclusion. The notice of completion date or dates related to this claim indicates that the project was completed by CEDCO, Incorporated prior to inception of the Ironshore policy.

Another important aspect of the Ironshore policy is the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

***EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED
(WRAP-UP) INSURANCE PROGRAM***

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

*The following exclusion is added to paragraph 2.,
Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I -
Coverages):*

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program;

- 1) Provides coverage identical to that provided by this Coverage Part;*
- 2) Has limits adequate to cover all claims; or*
- 2) Remains in effect.*

All other terms, conditions and exclusions remain unchanged.

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by CEDCO, Incorporated prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under CEDCO, Incorporated's policy.

To: Helm & Associates
Re: Seven Hills HOA v. Silver Canyon Partnership, et al.
Date: April 26, 2010

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned at the Home Office address.

Yours very truly,



MIDLANDS CLAIM ADMINISTRATORS, INC.
P.O. Box 23198
Oklahoma City, OK 73123
405-840-0950
jpspearman@midman.com

JPS/mb

cc: CEDCO
6670 W. Silverado Ranch Blvd
Las Vegas, NV 89130

Attn: Diane
Travelers
PO Box 71018
Las Vegas, NV 71018

EXHIBIT 18

(Part 1)

December 2, 2011 letter from Zurich to Ironshore with enclosed subcontracts, purchase orders, Chapter 40 Notice, invoices and releases of mechanics' liens (ISIC 921-990)
Part 1 (ISIC 921-954)

Ironshore



ZURICH

FIRST CLASS MAIL

December 2, 2011

Attn: Claims Professional
Ironshore Specialty
Midlands Claim Administrators
3503 NW 63rd Street, Suite 305
Oklahoma City, OK 73116

RECEIVED

DEC 05 2011

MCA

RE: Kevin Mohan v. Amland Development, LLC

Project: Central Park Estates
Address: 163 Woolman Rink
Insured(s): Cedco, Inc.
Cedco Landscape, Inc.
Cedco Iron, Inc.
Davis Manufacturing, Inc. dba Architectural
Cast Elements (02-03)
Claim Number: 9260105788
Policies: CON 50022947 [4/12/01-4/12/03]
Ironshore: 018ER0905001 & 00194200 [6/1/09-4/1/11]

ZURICH

Construction Defect &
Professional Liability Claim

P.O. Box 66965
Chicago, Illinois
60666-0965

Phone: (702) 408-3844
Fax (866) 257-1205
Rachael.Rutherford@zurichna.com

Dear Claims Professional:

The purpose of this letter is to tender the defense and indemnity on behalf of mutual insured Cedco, Inc., under any and all insurance policies issued by Ironshore Specialty.

This is an alleged construction defect action involving 163 Woolman Rink located within the Central Park Estates development in Las Vegas, Nevada. The original close of escrow date is 3/15/02. Assurance understands that Cedco, Inc. installed the stucco system on the subject residence and possibly the walls. Attached please find the following documents for your review:

- Subcontract agreement for Walls;
- Subcontract agreement for Stucco;
- Purchase Orders for Lot 217;
- Tender to Cedco, Inc. with Chapter 40 notice; and
- Invoices for Lot 217

Please acknowledge receipt of this letter, in writing, informing me as to the adjuster assigned, your claim number, and your position regarding the defense and indemnification of our mutual insured.

ISIC 921

AA002398

Ironshore Specialty
December 2, 2011

Please be advised that we are undertaking a complete review of this claim. We tender this matter to you so that you may complete your own investigation. All actions taken in regard to this matter are undertaken subject to a complete reservation of rights under the terms, conditions and provisions of the policies and in law and equity. No action taken shall constitute an admission of liability or coverage under the policies, and should not be construed as a waiver of any right or as an estoppel from asserting any right to disclaim or limit coverage under the policies.

If you have any questions, please do not hesitate to contact the undersigned at 702 408-3844.

Sincerely,
Assurance Company of America

Rachael Rutherford

Rachael Rutherford
Claims Specialist II

Enclosures as stated.

ISIC 922

AA002399

(Page 1 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

**MASTER SUBCONTRACT AGREEMENT
(GENERAL TERMS AND CONDITIONS)**

Dated this 23 day of March, 2000

For Retaining, Perimeter & Spine Walls (TRADE NO.: N/A)

This Master Subcontract Agreement ("Subcontract") is entered into as of the date noted above by and between AMLAND DEVELOPMENT, INC., a Nevada corporation, ("Contractor") and Cedco, Inc. ("Subcontractor"), Nevada Contractor's License No: 26432.

The parties hereby agree as follows:

1. **CONSTRUCTION PROJECT:** Commonly known as Central Park Unit 1 and 2, generally located at the southwest corner of Agate Avenue & Gillespie Street, Clark County, Nevada 89123, per civil plans by VTN Nevada titled Central Park Unit 1 & 2 for AmLand Development.
2. **SCOPE OF WORK:** See Exhibit "A"
3. **CONTRACT PRICE:** See Exhibit "B"
4. **PAYMENT SCHEDULE:** Net 30 days from applicable billing cut-off date. Invoices turned in by 2:00 pm on the 1st Friday of the month will be paid the 1st Friday of the following month. Invoices turned in by 2:00 pm on the 3rd Friday of the month will be paid the 3rd Friday of the following month. 10% retention withheld from all the above payments billable 30 days after completion and payable upon Clark County written approval and acceptance of work performed. Subcontractor shall submit for each draw in the format required by Contractor's Construction Loan Lender and otherwise including all documentation, insurance certificates, license updates and conditional lien releases as requested by Contractor or Contractor's lender.

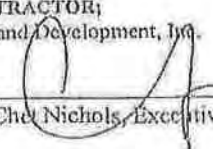
SUBCONTRACTOR REPRESENTS AND WARRANTS THAT HE HAS READ THIS MASTER SUBCONTRACT AGREEMENT INCLUDING, WITHOUT LIMITATION, THE SCOPE OF WORK ADDENDUM, AND THAT HE FULLY UNDERSTANDS THE MEANING AND CONSEQUENCES OF EACH AND EVERY TERM CONTAINED HEREIN, AND THAT, TO THE FULLEST EXTENT DEEMED APPROPRIATE, HE HAS EMPLOYED AND CONSULTED WITH LEGAL COUNSEL CONCERNING THIS MASTER SUBCONTRACT AGREEMENT AND HAVING CONSIDERED SUCH LEGAL ADVICE, HE HAS EXECUTED SAME FREELY AND VOLUNTARILY.

WITNESS our hands this day and year first written above.

SUBCONTRACTOR:
Cedco, Inc.

By: 
Mike Davis, President

CONTRACTOR:
Amland Development, Inc.

By: 
Chad Nichols, Executive Vice-President

2

SUBCONTRACTOR INITIAL 

CONTRACTOR INITIAL 

ISIC 923

AA002400

(Page 2 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

5. CONTRACT PRICE AND EXTRAS

It is agreed that all labor and materials furnished by Subcontractor shall be deemed to be included and provided for under the stated Contract Price. Extra compensation will not be allowed to Subcontractor unless Contractor, in writing, has authorized further or additional work or materials, in which event, such authorized extra payment shall be made to Subcontractor in addition to the Contract Price. The amount of said extra compensation shall be paid in accordance with paragraph 8 hereof and, shall be either (A) an amount agreed to in writing between the parties hereto; or (B) if the extra work or materials is authorized by the Contractor, in writing, but the amount of compensation is not agreed upon in advance of the performance of the work, or furnishing of materials, an amount equaling (a) the reasonable cost of materials and labor originally specified but which will not be required as a result of change, plus (b) 10% of that amount of extra compensation.

6. WORK TO BE PERFORMED UNDER THIS SUBCONTRACT

Subcontractor agrees to furnish all materials, labor, union benefits (when applicable), equipment, supplies and all other facilities required for the prompt performance of the work described in Scope of Work Addendum attached hereto as Exhibit "A". All work done by Subcontractor and all materials furnished by Subcontractor shall be done in a proper, efficient and workmanlike manner and furnished in strict compliance with all documents constituting the Specifications, Drawings and Plans and must be done and furnished to the full satisfaction and acceptance of the Contractor and all appropriate governmental agencies. All of the above mentioned Specifications, Drawings, and Plans which are applicable to this Subcontract or which in any way affect the work herein described shall have the same effect as if written in full in this Subcontract and by reference said Documents, Specifications, Drawings, and Plans are made a part hereof to the same extent as though fully set forth herein.

7. UNAUTHORIZED CHANGES

Subcontractor shall make no changes to the Specifications, Drawings and Plans without the prior written authorization of the Contractor. Any work done without such authorization shall be removed at the Subcontractor's expense.

8. SCHEDULE OF PAYMENTS

(A) The Contract Price provided for herein shall be paid to the Subcontractor as the work progresses in the manner set forth on the cover sheet hereto, and any extra compensation which has been properly authorized as provided in Paragraph 5 hereof shall be paid within thirty (30) days following the submission of the billing therefore and such additional documentation as may be required hereunder. In the event the Contractor has reason to believe that Subcontractor has failed to pay obligations of any kind incurred in the

3

SUBCONTRACTOR INITIAL

[Signature]

CONTRACTOR INITIAL

[Signature]

ISIC 924

(Page 3 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

course of his performance of this Subcontract, including but not limited to State Industrial Insurance System ("SIIS") Contributions, Unemployment Tax, Sales Tax, Material and Labor bills, or if a claim of lien shall have been filed upon all or any part of the property as a result of Subcontractor's failure to pay obligations incurred in the course of his performance of this Subcontract, then Contractor shall have the right to retain out of any progress payment otherwise due (or to pay directly to any such claimant) that amount which Contractor shall deem to be sufficient to indemnify or release Contractor against or from any such lien or claim. Subcontractor, before becoming entitled to receive any monies under this Subcontract, shall furnish to Contractor the original signed and notarized waivers of lien rights for all material furnished for the job from the commencement of work by Subcontractor to the date of proposed payment and, in addition, Subcontractor shall furnish a written statement from each of the Subcontractor's employees who have performed work upon the job reflecting payment to each such person of all wages or money due him. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor of any portion of the Subcontractor's work. Work shall be considered as finally accepted, subject to warranty, when the Final Certificate of Occupancy is issued for the entire construction project.

(B) Subcontractor shall furnish Contractor with the following prior to each payment:

I. A list of the names, addresses and telephone numbers of all Subcontractor's subcontractors and suppliers who are providing labor or materials on the Project, together with the authorized signatures of person(s) empowered to sign Lien Releases on their behalf.

a. A Lien Release that is subject to a Subcontractor's check clearing the bank must show: payor name, payee name, date of check, check number, amount of check. Lien releases must be unconditional. Billings accompanied by conditional lien releases shall result in a joint check to the Subcontractor and his supplier at the sole discretion of the Contractor.

b. If materials are purchased for "inventory" use, please indicate "for inventory" adjacent to the supplier's name.

II. The names, titles and signatures of those individuals employed by Subcontractor, authorized to sign contracts, Lien Releases, etc.

III. Any additional information, certificates and documents which may be requested by Contractor. Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished on the Project, and, in Contractor's complete discretion, to make any and all payments to Subcontractor in the form of a check jointly payable to Subcontractor and all of his subcontractors and suppliers.

4

SUBCONTRACTOR INITIAL

mm

CONTRACTOR INITIAL

V

ISIC 925

AA002402

(Page 4 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

(C) All invoices must be submitted in triplicate, with Subcontractor's Invoice Recap attached.

(D) Payment Schedule: Net 30 days

Prior to each payment, the percentage of Subcontractor's progress toward completion must be approved by the Contractor's Project Superintendent and must be supported by the proper Lien Releases and other certificates as indicated in Section (B)I above. Superintendent's approval for payments for construction progress, if given, will be in Contractor's offices.

Final contract payments to Subcontractor will be made when full completion of said Subcontract is of record with Contractor and when Subcontractor has fully satisfied Contractor's required closeout procedures. Acceptance of final payment shall constitute a waiver of all claims which Subcontractor may have against Contractor arising from or in connection with, directly or indirectly, this Subcontract or the Project. Subcontractor is to submit separate billings for retentions due and Contractor may, in its complete discretion, withhold all retentions until the expiration of the warranty period specified in Paragraph 20(A) hereof.

(E) Payment will be made in accordance with Contractor's standard monthly Payment Schedule. Work billed must be 100% complete to point being billed or any invoice tendered may be rejected.

9. INDEPENDENT EXAMINATION BY SUBCONTRACTORS

Subcontractor represents that he is satisfied by reason of his own investigation as to all conditions affecting the work to be done and materials to be furnished hereunder, and as to the provisions of the Specifications, Drawings and Plans and the general and special conditions thereof. This contract, all attached exhibits hereto, and all documents incorporated by reference herein, contains the entire agreement of the parties. By commencement of work under this Subcontract, Subcontractor acknowledges that all said related or dependent work, services or materials are acceptable to him and he waives any and all claims for damages or extra-compensation with respect to any defects or failure thereof.

10. PERMITS

Subcontractor agrees to obtain at his own expense all permits and licenses required in connection with his performance hereunder, and to comply with all laws, ordinances, rules and regulations of the city, county, state and federal governments, and of any board or commission having jurisdiction with respect to his performance hereunder. Subcontractor warrants that he is licensed as a contractor in the state in which his work is to be performed and that he will maintain an appropriate contractor's license in any and all states where required. Subcontractor agrees to provide, prior to commencing work, a copy of his State Contractor's License.

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 926

AA002403

(Page 5 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

11. INSURANCE

To the fullest extent permitted by law, Subcontractor agrees to hold harmless and indemnify Contractor, its agents, employees, directors, officers, shareholders, affiliates, independent contractors and their respective heirs, legal representatives, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses, including without limitation, all attorney's fees, arising from or in connection with Subcontractor's performance or non-performance under this Subcontract. Subcontractor further agrees to obtain prior to commencing work, and to maintain at its sole cost during the progress of its performance hereunder, such insurance policies as may be required by Contractor including, without limitation, Workmen's Compensation and Employer's Liability Insurance, Comprehensive Public Liability and Property Damage Insurance, General and Contractual Liability Insurance and Course of Construction/Builder's Risk Insurance, in such amounts and with such carrier or carriers as may be acceptable to Contractor, naming Contractor and Wayne Krygier as Additional Insured. Subcontractor shall furnish Contractor with certificates evidencing all such Insurance which shall provide that there shall be no cancellation of the policy or policies or any reduction in coverage until after thirty (30) days written notice has been given to Contractor of such intended cancellation or coverage reduction.

If Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, Contractor, at his sole option, may terminate this Subcontract pursuant to Paragraph 16 below, or may purchase such coverage and charge the expense thereof to Subcontractor, deducting said premiums from any amounts which may be due Subcontractor hereunder.

12. CONTRACT EXECUTION

Prior to commencing work under this Subcontract, Subcontractor shall (i) have fully executed and delivered to Contractor this Master Subcontract Agreement (including all exhibits and attachments hereto), and (ii) have furnished Contractor with certificates evidencing all such Insurance as is required under Section 11 and naming Contractor as additional insured.

13. LIENS

Subcontractor agrees to pay when due all claims for labor and materials furnished in the performance of this Subcontract and Subcontractor agrees to prevent the filing of any claim of lien against any of the Project by laborers, materialmen, or other classes of individuals entitled to file claims of lien. In the event any such lien is filed, Subcontractor agrees that, not later than ten days after written demand, Subcontractor will cause the removal of the lien, or in the alternative, will post with the Contractor a cash deposit equal to at least 175% of the amount of the claim of lien. In the event Subcontractor fails to comply with the provisions hereinabove set forth within said ten day period, Contractor is authorized to cause the removal, discharge, satisfaction or compromise of said lien and the amount to be paid,

6

SUBCONTRACTOR INITIAL _____ CONTRACTOR INITIAL 

ISIC 927

AA002404

(Page 6 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

together with the cost of effecting all appropriate arrangements, plus reasonable attorney's fees, shall thereupon immediately be and become due to Contractor. Nothing herein contained shall prejudice the right of Subcontractor to litigate in any court of competent jurisdiction any such claim of lien or right thereto or the foreclosure thereof, provided Subcontractor shall have posted the amount of cash required by this section.

14. INSOLVENCY

In the event Subcontractor commits an act of bankruptcy or insolvency, this Subcontract thereupon may be terminated by Contractor at its option.

15. TIME SCHEDULE

(A) Time is of the essence of this Subcontract. Subcontractor agrees to commence work promptly after notification by Contractor and to perform his work hereunder continuously and diligently in accordance with Contractor's time schedule as set forth in the Scope of Work Addendum attached hereto and as may be revised by Contractor from time to time. Subcontractor agrees to complete each operation in accordance with the Scope of Work Addendum attached hereto. It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the work called for in this Subcontract in such a manner that he will not injure, damage, or delay any other work being performed by the Contractor or any other subcontractor or supplier. Subcontractor agrees to pay or reimburse the Contractor for any and all additional costs, damages and expenses arising in connection with any delay that may be caused to any other work of the Contractor, other subcontractors or suppliers by the Subcontractor or by his agents or employees, and Contractor may offset all such costs, damages and expenses against any sums due or to become due to Subcontractor hereunder; it being further acknowledged and agreed that the minimum amount of such damages recoverable by Contractor shall, in no event, be less than the amount set forth on the Scope of Work Addendum attached hereto for each day that Subcontractor fails to perform in accordance with Contractor's schedule. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, so as to promote the general progress of the entire Project, and shall not, by delay or otherwise, interfere with or hinder the work of Contractor or any other subcontractor. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete his work within the time or times provided for herein. Upon request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require, relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

(B) If, in Contractor's sole judgment, Subcontractor at any time during performance of this Subcontract has neglected to supply sufficient materials, workmen or equipment for the proper progress of said work, then and

7

SUBCONTRACTOR INITIAL

CONTRACTOR INITIAL

ISIC 928

AA002405

(Page 7 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

in that event, Contractor may do all or any of the following: (i) terminate this Subcontract and remove or cause to be removed, Subcontractor and its agents and employees from the Project; or, (ii) enter upon the Project and complete the work of said Subcontractor at the expense of said Subcontractor, in which event it is expressly agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor at the site for the purpose of completing the work covered by this Subcontract. All of the costs incurred by the Contractor in performing the work of Subcontractor, including reasonable overhead, profit and attorney's fees shall be deducted from any monies due or to become due the Subcontractor and the Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract price; or (iii) impose penalties as set forth in the Scope of Work Addendum attached hereto. Any action taken by Contractor under this Subcontract to rectify such deficiency or default on the part of Subcontractor shall be without prejudice to any other right or remedy available to Contractor at law or equity; it being understood that all of Contractor's remedies hereunder shall be cumulative and not exclusive. Before exercising any or all of the remedies set forth in this paragraph, Contractor shall give Subcontractor 48 hours notice in person or by telegram of Subcontractor's failure to supply sufficient material or workmen for the proper progress of said work, or of any other default of Subcontractor hereunder; provided, however, that if a Subcontractor has already been given two (2) notices during the term of this Master Subcontract, Subcontractor shall not have the right to receive any further notice and opportunity to cure any subsequent default in its performance hereunder. Within said 48 hour period, Subcontractor shall, except as stated above, have the right to fully remedy said failure or said default, in which event, Contractor's remedies as specified above shall not apply. Notice shall be deemed to have been given as provided for herein if personally delivered or telegraphed to Subcontractor at his last known place of business.

Subcontractor shall keep on the site at all times during the progress of the work, a competent Superintendent who shall be the authorized representative of Subcontractor. Directions, communications and notices delivered to him from the Contractor in connection with the work, shall be treated as directions and communications to the Subcontractor. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.


16. RIGHT OF TERMINATION

In the event the Contractor shall determine, at any time during the course of the Subcontractor's performance of this Subcontract, that Subcontractor is in breach of any of the terms or provisions of this agreement, whether by reason of poor workmanship, faulty or defective materials, or any other reason of non-performance as determined by Contractor, the Contractor may thereupon give notice in writing to Subcontractor of termination of this Subcontract and all of Contractor's duties, obligations and liabilities under this Subcontract shall in all respects be thereupon

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 929

AA002406

(Page 8 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

terminated, in which event, Contractor's liability hereunder shall be limited to the reasonable value of the work and materials installed by Subcontractor prior to the date of termination, and the Subcontractor shall not be entitled to profit or overhead on any portions of the Subcontract not performed as of the date of said termination.

17. CONTRACT ENFORCEMENT

In the event that it shall become necessary for Contractor to seek the services of an attorney in order to enforce the performance of any of Subcontractor's obligations under this Subcontract, Contractor should be entitled to recover its attorney's fees, which either shall be paid by Subcontractor to Contractor on demand or, if Contractor is indebted to Subcontractor, the amount thereof may be deducted by Contractor from any such sums so due.

18. TAXES

Subcontractor agrees to indemnify and hold the Contractor harmless from all claims expenses, and liabilities arising from or in connection with, directly or indirectly, the payment of all unemployment premiums or contributions, Social Security Act Contributions, any and all other payroll taxes or deductions and any and all other taxes and charges of any nature arising out of the furnishing or installation by Subcontractor of materials in connection with improvements provided for herein. It is agreed that the contract price set forth in this Subcontract includes the payment by Subcontractor of all Sales, Use and other Taxes created by any law, whether State or Federal, which now exists or which may hereafter be adopted, which is based upon or required to be paid because of the materials, service or labor required to be furnished hereunder. At the time of Subcontractor's execution of this Subcontract, Subcontractor shall provide Contractor with its Federal, SIRS, Unemployment Insurance, and Nevada State Sales Tax Identification Numbers.

19. DEFECTS

Subcontractor further agrees, in the event of notification from Contractor that his performance hereunder is unsatisfactory in any respect, to promptly remedy the defects at his own expense. Upon failure to do so within forty eight (48) hours after such notification, Subcontractor hereby authorizes Contractor to remedy or complete said work itself or by employment of another and Subcontractor agrees to pay the entire cost of such work plus 15% of said cost for overhead. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

20. WARRANTY/INDEMNITY

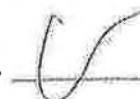
(A) Subcontractor agrees to indemnify and hold Contractor and the owner of the Project ("Owner") harmless from and against any and all claims, losses, liabilities, damages and expenses, including, without limitation, all attorney's fees and costs, arising from or in connection with, directly or

9

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 930

AA002407

(Page 9 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

indirectly, defective workmanship or materials furnished by Subcontractor or any of his subcontractors or suppliers for a period of one year from date of the issuance of a Final Certificate of Occupancy for the entire Construction Project (or, with respect to off-site improvements, for a period of one-year from the acceptance of same by the appropriate governmental agency), unless a longer period is required by the the Specifications, Drawings and Plans in which event the longer period shall apply. Subcontractor agrees to correct or replace at his own expense any defective materials and to furnish all labor necessary to correct any such defects within forty eight (48) hours after notification of same and, in the event Subcontractor fails so to do, Contractor may furnish such materials and/or labor as are necessary to correct such defects, and Subcontractor shall pay the entire cost of corrective action plus 15% of said cost for overhead to Contractor. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

(B) Subcontractor also agrees to indemnify and hold Contractor and the Owner harmless from and against ~~any and all~~ claims, losses, liabilities, damages and expenses, including, without limitation, all attorney's fees and costs, arising from or in connection with, directly or indirectly, defective workmanship or materials furnished by Subcontractor or any of his subcontractors or suppliers which Contractor may be required to correct or replace at any time. Subcontractor agrees to correct or replace at his own expense any defective materials and to furnish all labor necessary to correct any such defects within forty eight (48) hours after notification of same and, in the event Subcontractor fails so to do, Contractor may furnish such materials and/or labor as are necessary to correct such defects, and Subcontractor shall pay the entire cost of corrective action plus ~~15%~~ of said cost for overhead to Contractor. Contractor is authorized to deduct same from any money due or to become due Subcontractor. *6*

(C) Subcontractor also agrees to indemnify and hold Contractor and the Owner harmless from and against any and all claims, losses, liabilities, damages and expenses, including, without limitation, all attorney's fees and costs, arising from or in connection with, directly or indirectly, all latent defects and code violations relating to defective workmanship or materials furnished by Subcontractor or any of his subcontractors or suppliers which are discovered at any time after the expiration of the "warranty periods" as specified in (A) and (B) above. Subcontractor agrees to correct or replace at his own expense any defective materials and to furnish all labor necessary to correct any such dwithin forty eight (48) hours after notification of same, and in the event Subcontractor fails so to do, Contractor may furnish such materials and/or labor as are necessary to correct such defects, and Subcontractor shall pay the entire cost of corrective action plus 15% of said cost for overhead to Contractor. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

21. CLEAN UP AND PROTECTION OF WORK/ABANDONED PROPERTY

(A) Subcontractor agrees to maintain the area of his work in a clean and orderly fashion and to comply with Contractor's instructions with respects thereto. If Subcontractor does not comply, the Contractor shall have the

10

SUBCONTRACTOR INITIAL, mmD CONTRACTOR INITIAL ✓

ISIC 931

AA002408

(Page 10 of 21)

Amland Development Inc.
 1253 S. Arville Street
 Las Vegas, NV 89102

right to do same and charge the Subcontractor for the entire cost thereof plus 15%. Subcontractor further agrees to properly protect his own work and the work of others until final inspection and acceptance thereof by Contractor, and to protect adjacent Property from damage arising out of his work and to remedy any such damage fully and promptly to the satisfaction of the Contractor. Any cost incurred by Contractor hereunder plus 15% thereof may be deducted from any amounts due or to become due the Subcontractor.

(B) Any material, tools, or equipment of the Subcontractor or any of his subcontractors or suppliers, which is not removed by the Subcontractor within twenty-four (24) hours after notification by Contractor, shall become the property of Contractor, who may thereafter store, remove or otherwise dispose of any or all such equipment and material at the expense of the Subcontractor. Subcontractor agrees to indemnify and hold Contractor harmless from and against any and all claims, losses, liabilities and demands arising therefrom.

22. [INTENTIONALLY OMITTED].

23. ADOPTION OF CANCELLATION PROVISIONS

Should the Contractor elect to order a cessation of work hereunder, then Subcontractor agrees that the Contract Price, as herein set forth, will not prevail, but instead Subcontractor agrees to accept a pro rata payment based upon the amount of labor and material already furnished at the time of said cancellation or cessation of work. It is agreed that under these circumstances the amount to be paid to Subcontractor may be set by the Contractor, and in the absence of bad faith, the amount so set shall be conclusive upon all parties to this Subcontract.

24. INTERRUPTION

The time during which Subcontractor is delayed from performing the work required under this Subcontract as the result of fire, earthquake or other act of God which Subcontractor could not have reasonably foreseen and provided against (including the amount of time during which inclement weather necessarily delays the work) shall be added to the time for completion. UNDER NO CIRCUMSTANCE WHATSOEVER SHALL CONTRACTOR BE LIABLE TO SUBCONTRACTOR FOR ANY DAMAGES, EXPENSES, COSTS, FEES OR ADDITIONAL COMPENSATION AS A CONSEQUENCE OF DELAYS CAUSED BY CONTRACTOR OR FOR ANY REASON WHATSOEVER AND SUBCONTRACTOR'S SOLE REMEDY FOR DELAY SHALL BE AN EXTENSION OF TIME FOR PERFORMANCE OF ITS WORK.

25. SURETY

It is agreed that no change, alteration or modification of the terms of this Subcontract or of the Specifications, Drawings and Plans shall release or exonerate in whole or in part any surety on any bond given in connection with this Subcontract.

11

SUBCONTRACTOR INITIAL

mmD

CONTRACTOR INITIAL



ISIC 932

AA002409

(Page 11 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

26. PERIODIC REPORTS

Subcontractor agrees to furnish periodic written reports to Contractor at such times and in such form and substance as Contractor may require concerning the progress of its work under this Subcontract, of the location of Subcontractor's crews, the number of men performing work under this Subcontract and any other information and reports as may be requested by the Contractor.

27. EXCLUSION OF UNFIT PERSONS.

Subcontractor agrees to remove or exclude from the Project any employee or agent of the Subcontractor that the Contractor or any of Contractor's representatives believe to be unfit or unsuitable.

28. POSSESSION PRIOR TO COMPLETION

Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Contractor, but such use and/or occupation shall not relieve the Subcontractor of his guarantee of said work nor of his obligation to make good at his own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's final acceptance.

29. SAFETY

The Subcontractor shall take all reasonable safety precautions pertaining to his work and conduct thereof. Without limiting the generality of the foregoing, Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or otherwise, including, but not limited to, the Federal Occupational Safety and Health Act ("OSHA"), and, in addition, the safety measures called for by the Contractor. At the time of Subcontractor's execution of this Subcontract, Subcontractor should also provide Contractor with a copy of such documentation and written material relating to Subcontractor's safety policies and procedures as may be requested by Contractor including, without limitation, Subcontractor's Safety Program and Material Safety Data Sheet ("MSDS"). When an accident occurs, the Subcontractor will promptly provide an Accident Report to the Contractor. This report shall include name of injured party, injury sustained, place of treatment and the disposition of said incident by Nevada SIIS and/or OSHA.

30. CONTRACTOR'S EQUIPMENT

The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the prior express written permission of Contractor's designated representative. In the event the Subcontractor by rental, loan or otherwise, makes use of any of Contractor's

12

SUBCONTRACTOR INITIAL

mmD

CONTRACTOR INITIAL

C

ISIC 933

AA002410

(Page 12 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

equipment, scaffolding, or other appliances, Subcontractor agrees to accept such "as is" and at the sole risk of the Subcontractor. Subcontractor further agrees to hold harmless and indemnify Contractor against any and all claims, damages, losses and liabilities of every kind and nature arising from or in connection with, directly or indirectly, his use thereof, including, but not limited to, personal injury or death.

31. FURNISHED MATERIAL

In the event that the Contractor or its suppliers or any other subcontractors, elect to furnish material to the Subcontractor for use in connection with this Subcontract, then the cost of handling, storing and installing such material shall be considered as included in the contract price. The Subcontractor shall be and become fully responsible for all such materials upon delivery to him, whether delivered F.O.B. point of origin or F.O.B. point of origin or F.O.B. job-site and Subcontractor shall pay all demurrage and storage charges which accrue after delivery. Furnished material lost or damaged after delivery, from any cause whatsoever, shall be replaced by or at the expense of the Subcontractor. Subcontractor shall, immediately after delivery of furnished material, inspect the same and immediately report, in writing, to the Contractor any shortages, damages, or defects therein which are reasonably observable by proper inspection. Failure to inspect and report as specified shall be treated as an unqualified acceptance by Subcontractor of the material involved.

32. PRIOR UNDERSTANDINGS OR REPRESENTATIONS

The Contractor assumes no responsibility for any understandings or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understandings or representations by the Contractor are expressly stated in this Subcontract. This Subcontract contains the complete agreement between the parties concerning the work to be performed by Subcontractor on the Project.

33. CAPTIONS

The captions at the beginning of each paragraph of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

34. EXTENSIONS OF TIME

Except as otherwise expressly provided herein, Subcontractor shall not be entitled to any extension of time for the performance of its work hereunder unless the same shall be agreed upon by the Contractor and Subcontractor in writing.

35. MODIFICATION

No cancellation, waiver, alteration or modification of this Subcontract or of any covenant, condition, or limitation herein contained shall be valid

13

SUBCONTRACTOR INITIAL

kmj

CONTRACTOR INITIAL

C

ISIC 934

AA002411

(Page 13 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

unless in writing and duly executed by the party to be charged therewith and no evidence of any cancellation, waiver, alteration or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Subcontract, or the rights or obligations of the parties hereunder, unless such cancellation, waiver, alteration or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this Paragraph may not be waived except as herein set forth and that any oral or implied agreement which conflicts with any of the foregoing shall be void, unenforceable and of no force and effect.

36. SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be illegal, unenforceable, void or voidable by any competent court, this Subcontract shall be interpreted as if such invalid agreements or covenants were not contained herein and each of the remaining terms shall remain in full force and effect. The illegal, unenforceable, void or voidable provision(s) shall be deemed modified and amended to the minimum extent necessary to render such provision(s) valid and enforceable.

37. ASSIGNMENT

Although Contractor may freely assign and transfer all of its rights and obligations under this Subcontract, this Subcontract is not assignable or transferable by Subcontractor, either voluntarily or by operation of law, without the prior written consent of the Contractor and any such unauthorized assignment shall be null and void and of no force or effect whatsoever.

38. BINDING EFFECT

This Subcontract shall be binding upon and inure to the benefit of Contractor and Subcontractor and their respective legal representatives, successors and permitted assigns and is not for the benefit of, and may not be enforced by, any third party.

39. WAIVER OF BREACH

No waiver of any breach of any of the terms or provisions of this Subcontract shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.

40. CHOICE OF LAW

It is the intention of the parties hereto that this Subcontract and the performance hereunder and all suits and special proceedings hereunder be governed by and construed in accordance with and pursuant to the laws of the State of Nevada and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Subcontract, the laws of the State of Nevada shall be applicable and shall

14

SUBCONTRACTOR INITIAL

MM D

CONTRACTOR INITIAL

C

ISIC 935

AA002412

(Page 14 of 21)

Amland Development Inc.
1253 S. Arville Street
Las Vegas, NV 89102

govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

41. ARBITRATION

(A) All claims, disputes and matters in question arising out of, or relating to, this Subcontract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, and the claims described in subparagraph (g) hereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

(B) Notice of the demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The location of the arbitration proceedings shall be Las Vegas, Nevada.

(C) The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(D) Unless otherwise agreed in writing, the Subcontractor shall carry on the work and maintain the Schedule of Work pending arbitration, and, if so, the Contractor shall continue to make payments in accordance with this Subcontract.

(E) Nothing in this paragraph shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under any lien laws or payment bonds.

(F) To the extent not prohibited by their contracts with others, the claims and disputes of the Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

(G) This agreement to arbitrate shall not apply to any claim of contribution or indemnity asserted by one party to this Subcontract against the other party; or arising out of an action brought in a state or federal court or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto, who does not consent to such arbitration. In any dispute arising over the application of this subparagraph (G), the question of arbitrability shall be decided by the appropriate court and not by arbitration.

15

SUBCONTRACTOR INITIAL

mmD

CONTRACTOR INITIAL

C

ISIC 936

AA002413

(Page 15 of 21)

EXHIBIT "A"
SCOPE OF WORK

Date: March 23, 2000
 Project: Central Park
 Scope: Retaining, Perimeter & Spine Walls
 Bid Documents: VTN Improvement Plans
 Subcontractor: Cedco, Inc.
 Jurisdiction: Clark County, Nevada

- 1) Subcontractor agrees to provide all labor, equipment, materials, supervision, and any other items required in accordance within the Subcontract Agreement to which this is attached necessary for a complete job of Decorative Perimeter, Retaining and Block Walls at the project known as Central Park.
- 2) Work to be performed according to plans by VTN Nevada, E-Group and in compliance with the recommendations of Terracon Consultants as set forth in the Geotechnical report provided for the site. Additional plan notes provided to Subcontractor by Amland Development to be adhered to.
- 3) Subcontractor acknowledges to have visited the site and is familiar with and has provided for the conditions that exist thereon.
- 3) All work under this agreement is subject to the requirements and approvals of Clark County and State of Nevada where applicable.
- 4) The excavation of hard caliche or exceptionally hard rock requiring non-conventional means of excavation shall be considered an extra to this contract and must be approved in writing prior to commencement of work.
- 5) Subcontractor shall supply all permits and coordinate all inspections and correspondence associated therewith.
- 6) Subcontractor shall verify all grades prior to placement of footings and ascertain appropriate heights for all retaining walls.
- 7) Subcontractor to provide for immediate clean up of all debris from his work including overpour and excess concrete, block scraps, and sand piles.
- 8) Subcontractor shall take every precaution and provide suitable means to protect finish work from damage.
- 9) Subcontractor shall be responsible for repairing any damage caused to site or work of other subcontractors, including damage to building pads.
- 10) Subcontractor shall, upon receipt of contract, order and have in stock all necessary materials to complete the contracted job. Subcontractor is responsible for unloading of all their own material.
- 11) Subcontractor shall keep all material and equipment off adjacent properties, driveway approaches, sidewalks, curbs, and other improvements unless absolutely necessary. Dirt backfill material and construction material shall be stockpiled in a location specified by Contractor or their representative.
- 12) Subcontractor shall be responsible for any damaged caused to adjacent properties, the project and/or other subcontractors work performed within the project.
- 13) All waterproofing of retaining walls shall be ThoroughSeal or other equivalent material approved by Contractor.
- 14) Mortar color for all block work shall be 2 pounds of "51127" and ¼ pound of "641" by Davis Colors. White sand and grey cement shall be used in the mortar mix.
- 15) CMU block color shall be "Buff" as designated by CSR (Manufacture). All walls shall be 10 courses high and installed plumb and level.
- 16) Subcontractor shall install split face block on all walls that face any streets or common area, including walkways.
- 17) Subcontractor shall provide weep holes as needed to provide for proper drainage.
- 18) Subcontractor shall provide safety caps on all steel protruding from retaining walls.
- 19) Subcontractor shall warrantee all walls including the waterproofing of retaining walls for a minimum of one year.
- 20) Subcontractor agrees to notify VTN Nevada's survey department of their survey requirements in a timely manner so as not to cause delays. Subcontractor shall preserve all survey staking for his work.

ISIC 937

AA002414

(Page 16 of 21)

- 21) Top of footing shall be maintained at 4" below the lowest adjacent pad grade on all walls standard or retaining.
- 22) Subcontractor shall cooperate and coordinate with Contractors scheduling of other Subcontractors.
- 23) Subcontractor shall, at their own expense, correct any work which is not acceptable to the Contractor, Engineer or designated representative.
- 24) Subcontractor, his employees, and subcontractors, shall at all times comply with all requirements of OSHA including providing all Material Safety Data Sheet Reports.
- 25) Subcontractor shall comply with all requirements listed in the Contractors dust permit for the site.
- 26) Unnecessary retaining wall courses will not be paid by Contractor. Overstating quantities on any billing will result in a \$2,000 fine to Subcontractor if observed in spot audits.

SCHEDULE

Any work requested to be commenced within 72 hours of notification by Contractor
Unnecessary delays will be charged to Subcontractor at \$100 per day

Subcontractor
CEDCO, INC.

Mike Davis - President

Date:

4-20-00

Contractor
AML AND DEVELOPMENT, INC.

Chet Nichols - Executive Vice President

Date:

4-20-00

ISIC 938

AA002415

(Page 17 of 21)

Cedco, Inc.
7210 Placid St.
Las Vegas, NV 89119
Phone #: (702) 361-6330
Fax #: (702) 361-8281

Date: 10/17/00
Reference: Central Park Est.
To: Amund
1253 South Arville St
Attn: Hudi

WE TRANSMIT:

☒ HAND CARRIED
☐ VIA YOUR MESSENGER
☐ VIA OUR MESSENGER
☐ VIA BLUEPRINTS
☐ VIA OVERNIGHT EXPRESS
☐ VIA US MAIL

FOR YOUR:

☒ APPROVAL
☐ REVIEW AND COMMENT
☐ INFORMATION
☒ RECORDS/FILES
☐ PER YOUR REQUEST
☐ USE

COPIES: 2 Original
DESCRIPTION: Contracts

RECEIVED BY: Janette J. J. J.
DATE: 10-18-00

ISIC 939

AA002416

(Page 18 of 21)

CHANGE ORDER #5

CREDIT SCHEDULE

Date: July 27, 2000
 Trade: Spine Walls
 Subcontractor: Cedco, Inc.
 Project: Central Park Unit 2
 Civil Engineer: VTN Nevada
 Geotech Engin.: Terracon Consultants
 Jurisdiction: Clark County, Nevada

Spine Walls - Unit 2

Cost Code = cydev 10812

Lot Number	Block Number	Material Type	Wall Length	Wall Height	Cost Per L.F.	Total Cost
111/112	1	Buff smooth face w/o footing	56	6'8"	\$ 25.00	\$ 1,400.00
110/113	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
109/114	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
108/115	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
107/116	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
106/117	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
105/118	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
104/119	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
103/120	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
Spine wall total						\$ 9,800.00

Previous Contract Amount \$ 295,880.54
 Previous Spine wall Total \$ 10,584.00
 Current Spine wall Total \$ 9,800.00
 Total Credit \$ 784.00
 New Contract Amount \$ 294,096.54

CEDCO, INC.

Mike Davis - President

Date

AMLAND DEVELOPMENT, INC.

Held Brethauer, Land Development and
Planning Manager

Date

ISIC 940

AA002417

(Page 19 of 21)

CHANGE ORDER #4
PAYMENT SCHEDULE

Date: July 31, 2000
 Trade: Retaining Walls
 Subcontractor: Cedco, Inc.
 Project: Central Park Units 2 & 3
 Civil Engineer: VTN Nevada
 Geotech Engin.: Terracon Consultants
 Jurisdiction: Clark County, Nevada

UNIT PRICING

Retaining Walls	Pricing
6' 8" tall split face wall	\$ 6.93
6' 6" tall smooth face	\$ 6.60

Retaining wall - Unit 2

Cost Code = cpdev 10002

Lot Number	Block Number	Material Type	Wall Length	Wall Height	Cost Per L.F.	Retaining Cost	Backfill Yards	Total Backfill	Total Cost
75	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
76	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
77	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
78	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
80	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
81	1	Split Face	43	8"	\$ 6.93	\$ 297.99	1	\$ 5.00	\$ 302.99
82	1	Split Face	49	8"	\$ 6.93	\$ 339.57	1	\$ 5.00	\$ 344.57
83	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
84	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
85	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
86	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
87	1	Split Face	4	8"	\$ 6.93	\$ 27.72	1	\$ 5.00	\$ 32.72
88	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
89	1	Split Face	88	8"	\$ 6.93	\$ 609.36	1	\$ 5.00	\$ 614.36
90	1	Split Face	105	8"	\$ 6.93	\$ 727.65	2	\$ 10.00	\$ 737.65
90	1	Split Face	56	8"	\$ 6.93	\$ 388.08	1	\$ 5.00	\$ 393.08
91	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
92	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
93	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
94	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
95	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
96	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
97	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
98	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
99	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
100	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
101	1	Split Face	45	8"	\$ 6.93	\$ 311.85	1	\$ 5.00	\$ 316.85
102	1	Split Face	59	8"	\$ 6.93	\$ 408.87	1	\$ 5.00	\$ 413.87
102	1	Split Face	50	8"	\$ 6.93	\$ 346.50	1	\$ 5.00	\$ 351.50
103/120	1	Smooth face	42	0	\$ 6.60	\$ -	0	\$ -	\$ -
104/119	1	Smooth face	42	0	\$ 6.60	\$ -	0	\$ -	\$ -
105/116	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
106/117	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
107/116	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
108/115	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
109/114	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
110/113	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
111/112	1	Smooth face	56	8"	\$ 6.60	\$ 369.60	1	\$ 5.00	\$ 374.60
121/126	1	Smooth face	52	8"	\$ 6.60	\$ 343.20	1	\$ 5.00	\$ 348.20
122/126	1	Smooth face	51	8"	\$ 6.60	\$ 336.60	1	\$ 5.00	\$ 341.60
125/126	1	Smooth face	44	8"	\$ 6.60	\$ 290.40	1	\$ 5.00	\$ 295.40
127/126	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
128/130	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
131/132	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
133/134	1	Smooth face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
135/136	1	Smooth face	47	8"	\$ 6.60	\$ 310.20	1	\$ 5.00	\$ 315.20
135	1	Split Face	82	8"	\$ 6.93	\$ 568.26	1	\$ 5.00	\$ 573.26
136	1	Split Face	118	8"	\$ 6.93	\$ 817.74	2	\$ 10.00	\$ 827.74
Retaining Total						\$ 15,142.71		\$ 240.00	\$ 15,382.71

Page 2 of 2

ISIC 941

AA002418

(Page 20 of 21)

Flood Walls - Unit 2

Cost Code = cpdev 10002

Lot Number	Block Number	Material Type	Wall Length	Wall Height	Cost Per L.F.	Retaining Cost	Leach Rock	Backfill Yards	Total Backfill	Total Cost
90	1	Split Face Flood Wall	5	2'8"	\$ 27.93	\$ 139.65	\$ 20.00	2	\$ 10.00	\$ 169.65
89	1	Smooth Face	5	2'8"	\$ 27.93	\$ 139.65	\$ 20.00	2	\$ 10.00	\$ 169.65
Retaining Total						\$ 10,485.56	\$ 40.00		\$ 10,485.56	\$ 10,485.56

Retaining Walls - Unit 3

Cost Code = cpdev 10003

Lot Number	Block Number	Material Type	Wall Length	Wall Height	Cost Per L.F.	Retaining Cost	Backfill Yards	Total Backfill	Total Cost
54	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
55	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
56	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
57	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
58	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
59	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
70	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
71	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
72	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
73	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
74	1	Split Face	42	8"	\$ 6.93	\$ 291.06	1	\$ 5.00	\$ 296.06
221/202	1	Smooth Face	64	8"	\$ 6.60	\$ 422.40	1	\$ 5.00	\$ 427.40
222/261	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
223/260	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
224/259	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
225/258	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
226/257	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
227/256	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
228/255	1	Smooth Face	42	8"	\$ 6.60	\$ 277.20	1	\$ 5.00	\$ 282.20
229/254	1	Smooth Face	60	8"	\$ 6.60	\$ 396.00	1	\$ 5.00	\$ 401.00
Retaining Total						\$ 5,894.46	\$ 100.00	\$ 6,994.46	

Change Order is to add an additional course to retaining walls due to special engineering.

Previous Contract Amount	\$ 261,054.97
Change Order Total	\$ 21,377.17
New Contract Amount	\$ 282,432.14

CEDCO, INC.

Mike Davis, President

Date

AMLAND DEVELOPMENT, INC.

Haid Brethauer

Haid Brethauer - Land Development & Planning Manager

Date

ISIC 942

AA002419

(Page 21 of 21)

CHANGE ORDER #3 PAYMENT SCHEDULE

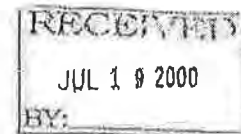
Page 1 of 3

Date: July 10, 2000
 Trade: Retaining Perimeter & Spine Masonry Walls
 Subcontractor: Cedco, Inc.
 Project: Central Park Unit 3
 Civil Engineer: VTN Nevada
 Geotech Engin.: Terracon Consultants
 Jurisdiction: Clark County, Nevada

UNIT PRICING		
Fence Walls		Pricing
6" 10 course	Buff split face w/o footing	\$ 35.00
8" 10 course	Buff split face w/ footing	\$ 37.00
6" 10 course	Buff smooth w/o footing	\$ 25.00
8" 10 course	Buff smooth w/ footing	\$ 27.00
Retaining Walls		
	8" 1'-4" tall split face	\$ 13.97
	8" 1'-4" tall smooth	\$ 13.33
	8" 2'-0" tall split face	\$ 21.00
	8" 2'-0" tall smooth	\$ 20.00
	8" 2'-8" tall split face	\$ 27.03
	8" 2'-8" tall smooth	\$ 26.67
	8" 3'-4" tall split face	\$ 34.87
	8" 3'-4" tall smooth	\$ 33.33
	8" 4'-0" tall split face	\$ 56.00
	8" 4'-0" tall smooth	\$ 52.00
	8" 4'-8" tall split face	\$ 65.24
	8" 4'-8" tall smooth	\$ 60.58
	8" 5'-4" tall split face	\$ 74.62
	8" 5'-4" tall smooth	\$ 69.29
	8" 6'-0" tall split face	\$ 90.00
	8" 6'-0" tall smooth	\$ 87.00
	8" 6'-8" tall split face	\$ 99.90
	8" 6'-8" tall smooth	\$ 96.57
Flood Walls		
	2'-8" Split face flood wall	\$ 26.67
Leach Rock per L.F.		\$ 4.00
Backfill per cubic yard		\$ 5.00

Spine Walls - Unit 3 Cost Code = epdev 10813

Lot Number	Block Number	Material Type	Wall Length	Wall Height	Cost Per L.F.	Total Cost
221/262	1	Buff smooth face w/o footing	84	6'8"	\$ 25.00	\$ 1,600.00
222/261	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
223/260	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
224/259	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
225/258	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
226/257	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
227/256	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
228/255	1	Buff smooth face w/o footing	42	6'8"	\$ 25.00	\$ 1,050.00
229/254	1	Buff smooth face w/o footing	50	6'8"	\$ 25.00	\$ 1,250.00
Spine Wall total						\$ 10,200.00



ISIC 943

AA002420

(Page 1 of 38)

M A S T E R S U B C O N T R A C T A G R E E M E N T

T A B L E O F C O N T E N T S

<u>PARAGRAPH</u>	<u>CONTENT</u>
1.	CONSTRUCTION PROJECT
2.	CONTRACT PRICE
3.	ADDITIONAL PROVISIONS
4.	SCOPE OF WORK
5.	CONTRACT PRICE AND EXTRAS
6.	WORK TO BE PERFORMED UNDER THIS SUBCONTRACT
7.	UNAUTHORIZED CHANGES
8.	SCHEDULE OF PAYMENTS
9.	INDEPENDENT EXAMINATION BY SUBCONTRACTORS
10.	PERMITS
11.	INSURANCE
12.	CONTRACT EXECUTION
13.	LIENS
14.	INSOLVENCY
15.	TIME SCHEDULE
16.	RIGHT OF TERMINATION
17.	CONTRACT ENFORCEMENT
18.	TAXES
19.	DEFECTS
20.	WARRANTY/INDEMNITY
21.	CLEAN UP AND PROTECTION OF WORK/ABANDONED PROPERTY
22.	[INTENTIONALLY OMITTED]
23.	ADOPTION OF CANCELLATION PROVISIONS
24.	INTERRUPTION
25.	SURETY
26.	PERIODIC REPORTS
27.	EXCLUSION OF UNFIT PERSONS
28.	POSSESSION PRIOR TO COMPLETION
29.	SAFETY
30.	CONTRACTOR'S EQUIPMENT
31.	FURNISHED MATERIAL
32.	PRIOR UNDERSTANDINGS OR REPRESENTATIONS
33.	CAPTIONS
34.	EXTENSIONS OF TIME
35.	MODIFICATION
36.	SEVERABILITY
37.	ASSIGNMENT
38.	BINDING EFFECT
39.	WAIVER OF BREACH
40.	CHOICE OF LAW
41.	ARBITRATION

1-CENTRAL PARK

SUBCONTRACTOR INITIAL CONTRACTOR INITIAL

ISIC 944

AA002421

(Page 2 of 38)

M A S T E R S U B C O N T R A C T A G R E E M E N T
(GENERAL TERMS AND CONDITIONS)

Dated this 4 day of November, 1999

FOR

STUCCO

This Master Subcontract Agreement ("Subcontract") is entered into as of the date noted above by and between AMLAND DEVELOPMENT, INC., a Nevada corporation, ("Contractor") and CEDCO, INC. "Subcontractor"), Nevada Contractor's License No 26432.

The parties hereby agree as follows:

1. CONSTRUCTION PROJECT: Central Park Estates
2. CONTRACT PRICE & PAYMENT SCHEDULE: See EXHIBIT "A"
3. SCOPE OF WORK: See SCOPE OF WORK ADDENDUM attached hereto as Exhibit B and incorporated herein by this reference.
4. *Proposal: See Exhibit "C"*

WITNESS our hands the day and year first written above.

CEDCO, INC.

SUBCONTRACTOR

By: 

Its: _____

Date: _____

AMLAND DEVELOPMENT, INC., a Nevada
corporation
CONTRACTOR

By: 

Its: _____

Date: _____

2-CENTRAL PARK

SUBCONTRACTOR INITIAL 

CONTRACTOR INITIAL 

ISIC 945

AA002422

(Page 3 of 38)

5. CONTRACT PRICE AND EXTRAS

It is agreed that all labor and materials furnished by Subcontractor shall be deemed to be included and provided for under the stated contract price. Extra compensation will not be allowed to Subcontractor unless Contractor, in writing, has authorized further or additional work or materials, in which event, such authorized extra payment shall be made to Subcontractor in addition to the contract price. The amount of said extra compensation shall be paid in accordance with paragraph 8 hereof and, shall be either (A) an amount agreed to in writing between the parties hereto; or (B) if the extra work or materials is authorized by the Contractor, in writing, but the amount of compensation is not agreed upon in advance of the performance of the work, or furnishing of materials, an amount equaling (a) the reasonable cost of materials and labor required to effectuate the change less the reasonable cost of materials and labor originally specified but which will not be required as a result of change, plus (b) 10% of that amount of extra compensation.

6. WORK TO BE PERFORMED UNDER THIS SUBCONTRACT

Subcontractor agrees to furnish all materials, labor, union benefits (when applicable), equipment, supplies and all other facilities required for the prompt performance of the work described in Scope of Work Addendum attached hereto as Exhibit "D". All work done by Subcontractor and all materials furnished by Subcontractor shall be done in a proper, efficient and workmanlike manner and furnished in strict compliance with all documents constituting the Specifications, Drawings and Plans and must be done and furnished to the full satisfaction and acceptance of the Contractor and all appropriate governmental agencies. All of the above mentioned Specifications, Drawings, and Plans which are applicable to this Subcontract or which in any way affect the work herein described shall have the same effect as if written in full in this Subcontract and by reference said Documents, Specifications, Drawings, and Plans are made a part hereof to the same extent as though fully set forth herein.

7. UNAUTHORIZED CHANGES

Subcontractor shall make no changes to the Specifications, Drawings and Plans at the request of any other parties without the prior written authorization of the Contractor. Any work done without such authorization shall be removed at the Subcontractor's expense.

3-CENTRAL PARK

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 946

AA002423

(Page 4 of 38)

8. SCHEDULE OF PAYMENTS

(A) The contract price provided for herein shall be paid to the Subcontractor as the work progresses in the manner set forth on the cover sheet hereto, and any extra compensation which has been properly authorized as provided in Paragraph 5 hereof shall be paid within thirty (30) days following the submission of the billing therefore and such additional documentation as may be required hereunder. In the event the Contractor has reason to believe that Subcontractor has failed to pay obligations of any kind incurred in the course of his performance of this Subcontract, including but not limited to State Industrial Insurance System ("SIIS") Contributions, Unemployment Tax, Sales Tax, Material and Labor bills, or if a claim of lien shall have been filed upon all or any part of the property as a result of Subcontractor's failure to pay obligations incurred in the course of his performance of this Subcontract, then Contractor shall have the right to retain out of any progress payment otherwise due (or to pay directly to any such claimant) that amount which Contractor shall deem to be sufficient to indemnify or release Contractor against or from any such lien or claim. Subcontractor, before becoming entitled to receive any monies under this Subcontract, shall furnish to Contractor the original signed and notarized waivers of lien rights for all material furnished for the job from the commencement of work by Subcontractor to the date of proposed payment and, in addition, Subcontractor shall furnish a written statement from each of the Subcontractor's employees who have performed work upon the job reflecting payment to each such person of all wages or money due him. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor of any portion of the Subcontractor's work. Work shall be considered as finally accepted, subject to warranty, when the home closes escrow.

(B) Subcontractor shall furnish Contractor with the following prior to each payment:

I. A list of the names, addresses and telephone numbers of all Subcontractor's subcontractors and suppliers who are providing labor or materials on the Project, together with the authorized signatures of person(s) empowered to sign Lien Releases on their behalf.

a. A Lien Release that is subject to a Subcontractor's check clearing the bank must show: payor name, payee name, date of check, check number, amount of check. Lien releases must be unconditional. Billings accompanied by conditional lien releases shall

4-CENTRAL PARK

SUBCONTRACTOR INITIAL

CONTRACTOR INITIAL

ISIC 947

AA002424

(Page 5 of 38)

result in a joint check to the Subcontractor and his supplier at the sole discretion of the Contractor.

b. If materials are purchased for "inventory" use, please indicate "for inventory" adjacent to the supplier's name.

II. The names, titles and signatures of those individuals employed by Subcontractor, authorized to sign contracts, Lien Releases, etc.

III. Any additional information, certificates and documents which may be requested by Contractor. Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished on the Project, and, in Contractor's complete discretion, to make any and all payments to Subcontractor in the form of a check jointly payable to Subcontractor and all of his subcontractors and suppliers.

(C) All invoices must be submitted in duplicate, with Subcontractor's Invoice Recap attached.

(D) A Payment Schedule is set forth on the cover sheet hereto.

Prior to each payment, the percentage of Subcontractor's progress toward completion must be approved by the Contractor's Project Superintendent and must be supported by the proper Lien Releases and other certificates as indicated in Section (B)I above. Superintendent's approval for payments for construction progress, if given, will be in Contractor's offices.

Final contract payments to Subcontractor will be made when full completion of said Subcontract is of record with Contractor and when Subcontractor has fully satisfied Contractor's required closeout procedures. Acceptance of final payment shall constitute a waiver of all claims which Subcontractor may have against Contractor arising from or in connection with, directly or indirectly, this Subcontract or the Project. Subcontractor is to submit separate billings for retentions due (where retentions are withheld as set forth in Exhibit "A"), and Contractor may, in its complete discretion, withhold all retentions until the expiration of the warranty period specified in Paragraph 20(A) hereof.

S-CENTRAL PARK
SUBCONTRACTOR INITIAL CONTRACTOR INITIAL

ISIC 948

AA002425

(Page 6 of 30)

(E) Payment will be made in accordance with Contractor's standard monthly payment schedule. Work billed must be 100% complete to point being billed or any invoice tendered may be rejected.

9. INDEPENDENT EXAMINATION BY SUBCONTRACTORS

Subcontractor represents that he is satisfied by reason of his own investigation as to all conditions affecting the work to be done and materials to be furnished hereunder, and as to the provisions of the Specifications, Drawings and Plans and the general and special conditions thereof. This contract, all attached exhibits hereto, and all documents incorporated by reference herein, contains the entire agreement of the parties. By commencement of work under this Subcontract, Subcontractor acknowledges that all said related or dependent work, services or materials are acceptable to him and he waives any and all claims for damages or extra-compensation with respect to any defects or failure thereof.

10. PERMITS

Subcontractor agrees to obtain at his own expense all licenses required in connection with his performance hereunder, and to comply with all laws, ordinances, rules and regulations of the city, county, state and federal governments, and of any board or commission having jurisdiction with respect to his performance hereunder. Subcontractor warrants that he is licensed as a contractor in the state in which his work is to be performed and that he will maintain an appropriate contractor's license in any and all states where required. Subcontractor agrees to provide, prior to commencing work, a copy of his State Contractor's License.

11. INSURANCE

To the fullest extent permitted by law, Subcontractor agrees to hold harmless and indemnify Contractor, its agents, employees, directors, officers, shareholders, affiliates, independent contractors and their respective heirs, legal representatives, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses, including without limitation, all attorney's fees, arising from or in connection with Subcontractor's performance or non-performance under this

6-CENTRAL PARK

SUBCONTRACTOR INITIAL  CONTRACTOR INITIAL 

ISIC 949

AA002426

(Page 7 of 38)

Subcontract. Subcontractor further agrees to obtain prior to commencing work, and to maintain at its sole cost during the progress of its performance hereunder, such insurance policies as may be required by Contractor including, without limitation, Workmen's Compensation and Employer's Liability Insurance, Comprehensive Public Liability and Property Damage Insurance, General and Contractual Liability Insurance and Course of Construction/Builder's Risk Insurance, in such amounts and with such carrier or carriers as may be acceptable to Contractor, naming Duck Creek Landing L.L.C. and Amland Development as Additional Insured. Subcontractor shall furnish Contractor with certificates evidencing all such Insurance which shall provide that there shall be no cancellation of the policy or policies or any reduction in coverage until after thirty (30) days written notice has been given to Contractor of such intended cancellation or coverage reduction.

If Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, Contractor, at his sole option, may terminate this Subcontract pursuant to Paragraph 16 below, or may purchase such coverage and charge the expense thereof to Subcontractor, deducting said premiums from any amounts which may be due Subcontractor hereunder.

12. CONTRACT EXECUTION

Prior to commencing work under this Subcontract, Subcontractor shall (i) have fully executed and delivered to Contractor this Master Subcontract Agreement (including all exhibits and attachments hereto), and (ii) have furnished Contractor with certificates evidencing all such Insurance as is required under Section 11 and naming Contractor as additional insured.

13. LIENS

Subcontractor agrees to pay when due all claims for labor and materials furnished in the performance of this Subcontract and Subcontractor agrees to prevent the filing of any claim of lien against any of the Project by laborers, materialmen, or other classes of individuals entitled to file claims of lien. In the event any such lien is filed, Subcontractor agrees that, not later than ten days after written demand, Subcontractor will cause the removal of the lien, or in the alternative, will post with the Contractor a cash deposit equal to at least 175% of the amount of the claim of lien. In the event Subcontractor fails to

Provided that such Liens are implemented due to non-payment from contractor.

7-CENTRAL PARK

SUBCONTRACTOR INITIAL

CONTRACTOR INITIAL

ISIC 950

AA002427

(Page 6 of 38)

comply with the provisions hereinabove set forth within said ten day period, Contractor is authorized to cause the removal, discharge, satisfaction or compromise of said lien and the amount to be paid, together with the cost of effecting all appropriate arrangements, plus reasonable attorney's fees, shall thereupon immediately be and become due to Contractor. Nothing herein contained shall prejudice the right of Subcontractor to litigate in any court of competent jurisdiction any such claim of lien or right thereto or the foreclosure thereof, provided Subcontractor shall have posted the amount of cash required by this section. *Prevailing party attorneys fees shall be recovered by other party*

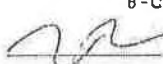

14. INSOLVENCY

In the event Subcontractor commits an act of bankruptcy or insolvency, this Subcontract thereupon may be terminated by Contractor at its option.

15. TIME SCHEDULE

(A) Time is of the essence of this Subcontract. Subcontractor agrees to commence work promptly after ^{written} notification by Contractor and to perform his work hereunder continuously and diligently in accordance with Contractor's time schedule as set forth in the Scope of Work Addendum attached hereto and as may be revised by Contractor from time to time. Subcontractor agrees to complete each operation in accordance with the Scope of Work Addendum attached hereto. It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the work called for in this Subcontract in such a manner that he will not injure, damage, or delay any other work being performed by the Contractor or any other subcontractor or supplier. Subcontractor agrees to pay or reimburse the Contractor for any and all additional costs, damages and expenses arising in connection with any delay that may be caused to any other work of the Contractor, other subcontractors or suppliers by the Subcontractor or by his agents or employees, and Contractor may offset all such costs, damages and expenses against any sums due or to become due to Subcontractor hereunder; it being further acknowledged and agreed that the minimum amount of such damages recoverable by Contractor shall, in no event, be less than the amount set forth on the Scope of Work Addendum attached hereto for each day that Subcontractor fails to perform in accordance with Contractor's schedule. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such

8-CENTRAL PARK

SUBCONTRACTOR INITIAL  CONTRACTOR INITIAL 

ISIC 951

AA002428

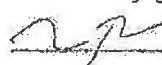
(Page 9 of 36)

work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, so as to promote the general progress of the entire Project, and shall not, by delay or otherwise, interfere with or hinder the work of Contractor or any other subcontractor. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete his work within the time or times provided for herein. Upon request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require, relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

(B) If, in Contractor's sole judgment, Subcontractor at any time during performance of this Subcontract has neglected to supply sufficient materials, workmen or equipment for the proper progress of said work, then and in that event, Contractor may do all or any of the following: (i) terminate this Subcontract and remove or cause to be removed, Subcontractor and its agents and employees from the Project; or, (ii) enter upon the Project and complete the work of said Subcontractor at the expense of said Subcontractor, in which event it is expressly agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor at the site for the purpose of completing the work covered by this Subcontract. All of the costs incurred by the Contractor in performing the work of Subcontractor, including reasonable overhead, profit and attorney's fees shall be deducted from any monies due or to become due the Subcontractor and the Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract price; or (iii) impose penalties as set forth in the Scope of Work Addendum attached hereto. Any action taken by Contractor under this Subcontract to rectify such deficiency or default on the part of Subcontractor shall be without prejudice to any other right or remedy available to Contractor at law or equity; it being understood that all of Contractor's remedies hereunder shall be cumulative and not exclusive. Before exercising any or all of the remedies set forth in this paragraph, Contractor shall give Subcontractor 48 hours notice in person or by telegram of Subcontractor's failure to supply sufficient material or workmen for the proper progress of said work, or of any other default of Subcontractor hereunder; provided, however, that if a Subcontractor has already been given two (2) notices during the term of any Price Commitment to which this Master Subcontract is

9-CENTRAL PARK

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 952

AA002429

(Page 10 of 38)

attached, Subcontractor shall not have the right to receive any further notice and opportunity to cure any subsequent default in its performance hereunder during the term of that Price Commitment. Within said 48 hour period, Subcontractor shall, except as stated above, have the right to fully remedy said failure or said default, in which event, Contractor's remedies as specified above shall not apply. Notice shall be deemed to have been given as provided for herein if personally delivered or telegraphed to Subcontractor at his last known place of business.

Subcontractor shall keep on the site at all times during the progress of the work, a competent Superintendent who shall be the authorized representative of Subcontractor. Directions, communications and notices delivered to him from the Contractor in connection with the work, shall be treated as directions and communications to the Subcontractor. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.

16. RIGHT OF TERMINATION

In the event the Contractor shall determine, at any time during the course of the Subcontractor's performance of this Subcontract, that Subcontractor is in breach of any of the terms or provisions of this agreement, whether by reason of poor workmanship, faulty or defective materials, or any other reason of non-performance as determined by Contractor, the Contractor may thereupon give notice in writing to Subcontractor of termination of this Subcontract and all of Contractor's duties, obligations and liabilities under this Subcontract shall in all respects be thereupon terminated, in which event, Contractor's liability hereunder shall be limited to the reasonable value of the work and materials installed by Subcontractor prior to the date of termination, and the Subcontractor shall not be entitled to profit or overhead on any portions of the Subcontract not performed as of the date of said termination.

17. CONTRACT ENFORCEMENT

In the event that it shall become necessary for Contractor to seek the services of an attorney in order to enforce the performance of any of Subcontractor's obligations under this Subcontract, Contractor should be entitled to recover its attorney's fees, which either shall be paid by Subcontractor to Contractor on demand or, if Contractor is indebted to Subcontractor, the amount thereof may be deducted by Contractor from any such sums so due.

10-CENTRAL PARK
SUBCONTRACTOR INITIAL RP CONTRACTOR INITIAL ✓

ISIC 953

AA002430

(Page 11 of 38)

18. TAXES

Subcontractor agrees to indemnify and hold the Contractor harmless from all claims expenses, and liabilities arising from or in connection with, directly or indirectly, the payment of all unemployment premiums or contributions, Social Security Act Contributions, any and all other payroll taxes or deductions and any and all other taxes and charges of any nature arising out of the furnishing or installation by Subcontractor of materials in connection with improvements provided for herein. It is agreed that the contract price set forth in this Subcontract includes the payment by Subcontractor of all Sales, Use and other Taxes created by any law, whether State or Federal, which now exists or which may hereafter be adopted, which is based upon or required to be paid because of the materials, service or labor required to be furnished hereunder. At the time of Subcontractor's execution of this Subcontract, Subcontractor shall provide Contractor with its Federal, SIIS, Unemployment Insurance, and Nevada State Sales Tax Identification Numbers.

19. DEFECTS

Subcontractor further agrees, in the event of notification from Contractor that his performance hereunder is unsatisfactory in any respect, to promptly remedy the defects at his own expense. Upon failure to do so within forty eight (48) hours after such notification, Subcontractor hereby authorizes Contractor to remedy or complete said work itself or by employment of another and Subcontractor agrees to pay the entire cost of such work plus 15% of said cost for overhead. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

20. WARRANTY/INDEMNITY

(A) Subcontractor agrees to indemnify and hold Contractor and the owner of the Project ("Owner") harmless from and against any and all claims, losses, liabilities, damages and expenses, including, without limitation, all attorney's fees and costs, arising from or in connection with, directly or indirectly, defective workmanship or materials furnished by Subcontractor or any of his subcontractors or suppliers for a period of one year from date of close of escrow between Owner and the original home purchaser (or, with respect to off-site improvements, for a period of one-year from the acceptance of same by the appropriate governmental agency), unless a longer period is required by the

11-CENTRAL PARK

SUBCONTRACTOR INITIAL NR CONTRACTOR INITIAL ✓

ISIC 954

AA002431

EXHIBIT 18

(Part 2)

December 2, 2011 letter from Zurich to Ironshore with enclosed subcontracts, purchase orders, Chapter 40 Notice, invoices and releases of mechanics' liens (ISIC 921-990)
Part 2 (ISIC 955-989)

(Page 12 of 38)

Specifications, Drawings and Plans in which event the longer period shall apply. Subcontractor agrees to correct or replace at his own expense any defective materials and to furnish all labor necessary to correct any such defects within forty eight (48) hours after notification of same and, in the event Subcontractor fails so to do, Contractor may furnish such materials and/or labor as are necessary to correct such defects, and Subcontractor shall pay the entire cost of corrective action plus 15% of said cost for overhead to Contractor. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

(B) Deleted

(C) Subcontractor also agrees to indemnify and hold Contractor and the Owner harmless from and against any and all claims, losses, liabilities, damages and expenses, including, without limitation, all attorney's fees and costs, arising from or in connection with, directly or indirectly, all latent defects and code violations relating to defective workmanship or materials furnished by Subcontractor or any of his subcontractors or suppliers which are discovered at any time after the expiration of the "warranty periods" as specified in (A) and (B) above. Subcontractor agrees to correct or replace at his own expense any defective materials and to furnish all labor necessary to correct any such defects within forty eight (48) hours after notification of same and, in the event Subcontractor fails so to do, Contractor may furnish such materials and/or labor as are necessary to correct such defects, and Subcontractor shall pay the entire cost of corrective action plus 15% of said cost for overhead to Contractor. Contractor is authorized to deduct same from any money due or to become due Subcontractor.

21. CLEAN UP AND PROTECTION OF WORK/ABANDONED PROPERTY

(A) Subcontractor agrees to maintain the area of his work in a clean and orderly fashion and to comply with Contractor's instructions with respects thereto. If Subcontractor does not comply, the Contractor shall have the right to do same and charge the Subcontractor for the entire cost thereof plus 15%. Subcontractor further agrees to properly protect his own work and the work of others until final inspection and acceptance thereof by Contractor, and to protect adjacent Property from damage arising out of his work and to remedy any such damage fully and promptly to the satisfaction of the Contractor. Any cost incurred by Contractor hereunder plus 15% thereof may be deducted from any amounts due or to become due the Subcontractor.

12-CENTRAL PARK

SUBCONTRACTOR INITIAL

CONTRACTOR INITIAL

ISIC 955

AA002433

(Page 13 of 39)

(B) Any material, tools, or equipment of the Subcontractor or any of his subcontractors or suppliers, which is not removed by the Subcontractor within twenty-four (24) hours after notification by Contractor, shall become the property of Contractor, who may thereafter store, remove or otherwise dispose of any or all such equipment and material at the expense of the Subcontractor. Subcontractor agrees to indemnify and hold Contractor harmless from and against any and all claims, losses, liabilities and demands arising therefrom.

22. [INTENTIONALLY OMITTED].

23. ADOPTION OF CANCELLATION PROVISIONS

Should the Contractor elect to order a cessation of work hereunder, then Subcontractor agrees that the contract price, as herein set forth, will not prevail, but instead Subcontractor agrees to accept a pro rata payment based upon the amount of labor and material already furnished at the time of said cancellation or cessation of work. It is agreed that under these circumstances the amount to be paid to Subcontractor may be set by the Contractor, and in the absence of bad faith, the amount so set shall be conclusive upon all parties to this Subcontract.

24. INTERRUPTION

The time during which Subcontractor is delayed from performing the work required under this Subcontract as the result of fire, earthquake or other act of God which Subcontractor could not have reasonably foreseen and provided against (including the amount of time during which inclement weather necessarily delays the work) shall be added to the time for completion. UNDER NO CIRCUMSTANCE WHATSOEVER SHALL CONTRACTOR BE LIABLE TO SUBCONTRACTOR FOR ANY DAMAGES, EXPENSES, COSTS, FEES OR ADDITIONAL COMPENSATION AS A CONSEQUENCE OF DELAYS CAUSED BY CONTRACTOR OR FOR ANY REASON WHATSOEVER AND SUBCONTRACTOR'S SOLE REMEDY FOR DELAY SHALL BE AN EXTENSION OF TIME FOR PERFORMANCE OF ITS WORK.

25. SURETY

It is agreed that no change, alteration or modification of the terms of this Subcontract or of the Specifications, Drawings and Plans shall release or exonerate in whole or in part any surety on any bond given in connection with this Subcontract.

13-CENTRAL PARK

SUBCONTRACTOR INITIAL

CONTRACTOR INITIAL

ISIC 956

AA002434

(Page 14 of 38)

26. PERIODIC REPORTS

Subcontractor agrees to furnish periodic written reports to Contractor at such times and in such form and substance as Contractor may require concerning the progress of its work under this Subcontract, of the location of Subcontractor's crews, the number of men performing work under this Subcontract and any other information and reports as may be requested by the Contractor.

27. EXCLUSION OF UNFIT PERSONS.

Subcontractor agrees to remove or exclude from the Project any employee or agent of the Subcontractor that the Contractor or any of Contractor's representatives believe to be unfit or unsuitable.

28. POSSESSION PRIOR TO COMPLETION

Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Contractor, but such use and/or occupation shall not relieve the Subcontractor of his guarantee of said work nor of his obligation to make good at his own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's final acceptance.

29. SAFETY

The Subcontractor shall take all reasonable safety precautions pertaining to his work and conduct thereof. Without limiting the generality of the foregoing, Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or otherwise, including, but not limited to, the Federal Occupational Safety and Health Act ("OSHA"), and, in addition, the safety measures called for by the Contractor. At the time of Subcontractor's execution of this Subcontract, Subcontractor should also provide Contractor with a copy of such documentation and written material relating to Subcontractor's safety policies and procedures as may be requested by Contractor including,

14-CENTRAL PARK

SUBCONTRACTOR INITIAL  CONTRACTOR INITIAL 

ISIC 957

AA002435

(Page 15 of 38)

without limitation, Subcontractor's Safety Program and Material Safety Data Sheet ("MSDS"). When an accident occurs, the Subcontractor will promptly provide an Accident Report to the Contractor. This report shall include name of injured party, injury sustained, place of treatment and the disposition of said incident by Nevada SIIS and/or OSHA.

30. CONTRACTOR'S EQUIPMENT

The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the prior express written permission of Contractor's designated representative. In the event the Subcontractor by rental, loan or otherwise, makes use of any of Contractor's equipment, scaffolding, or other appliances, Subcontractor agrees to accept such "as is" and at the sole risk of the Subcontractor. Subcontractor further agrees to hold harmless and indemnify Contractor against any and all claims, damages, losses and liabilities of every kind and nature arising from or in connection with, directly or indirectly, his use thereof, including, but not limited to, personal injury or death.

31. FURNISHED MATERIAL

In the event that the Contractor or its suppliers or any other subcontractors, elect to furnish material to the Subcontractor for use in connection with this Subcontract, then the cost of handling, storing and installing such material shall be considered as included in the contract price. The Subcontractor shall be and become fully responsible for all such materials upon delivery to him, whether delivered F.O.B. point of origin or F.O.B. job-site and Subcontractor shall pay all demurrage and storage charges which accrue after delivery. Furnished material lost or damaged after delivery, from any cause whatsoever, shall be replaced by or at the expense of the Subcontractor. Subcontractor shall, immediately after delivery of furnished material, inspect the same and immediately report, in writing, to the Contractor any shortages, damages, or defects therein which are reasonably observable by proper inspection. Failure to inspect and report as specified shall be treated as an unqualified acceptance by Subcontractor of the material involved.

15-CENTRAL PARK

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 958

AA002436

(Page 16 of 38)

32. PRIOR UNDERSTANDINGS OR REPRESENTATIONS

The Contractor assumes no responsibility for any understandings or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understandings or representations by the Contractor are expressly stated in this Subcontract. This Subcontract contains the complete agreement between the parties concerning the work to be performed by Subcontractor on the Project.

33. CAPTIONS

The captions at the beginning of each paragraph of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

34. EXTENSIONS OF TIME

Except as otherwise expressly provided herein, Subcontractor shall not be entitled to any extension of time for the performance of its work hereunder unless the same shall be agreed upon by the Contractor and Subcontractor in writing.

35. MODIFICATION

No cancellation, waiver, alteration or modification of this Subcontract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any cancellation, waiver, alteration or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Subcontract, or the rights or obligations of the parties hereunder, unless such cancellation, waiver, alteration or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this Paragraph may not be waived except as herein set forth and that any oral or implied agreement which conflicts with any of the foregoing shall be void, unenforceable and of no force and effect.

36. SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be illegal, unenforceable, void or voidable by any competent court, this Subcontract shall be interpreted as if such invalid agreements or

16-CENTRAL PARK
SUBCONTRACTOR INITIAL  CONTRACTOR INITIAL 

ISIC 959

AA002437

(Page 17 of 38)

covenants were not contained herein and each of the remaining terms shall remain in full force and effect. The illegal, unenforceable, void or voidable provisions(s) shall be deemed modified and amended to the minimum extent necessary to render such provision(s) valid and enforceable.

37. ASSIGNMENT

Although Contractor may freely assign and transfer all of its rights and obligations under this Subcontract, ^{Assignment} this Subcontract is not assignable or transferable by Subcontractor, either voluntarily or by operation of law, without the prior written consent of the Contractor and any such unauthorized assignment shall be null and void and of no force or effect whatsoever.

38. BINDING EFFECT

This Subcontract shall be binding upon and inure to the benefit of Contractor and Subcontractor and their respective legal representatives, successors and permitted assigns and is not for the benefit of, and may not be enforced by, any third party.

39. WAIVER OF BREACH

No waiver of any breach of any of the terms or provisions of this Subcontract shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.

40. CHOICE OF LAW

It is the intention of the parties hereto that this Subcontract and the performance hereunder and all suits and special proceedings hereunder be governed by and construed in accordance with and pursuant to the laws of the State of Nevada and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Subcontract, the laws of the State of Nevada shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

17-CENTRAL PARK

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 960

AA002438

(Page 18 of 38)

41. ARBITRATION

(A) All claims, disputes and matters in question arising out of, or relating to, this Subcontract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, and the claims described in subparagraph (g) hereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

(B) Notice of the demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The location of the arbitration proceedings shall be Las Vegas, Nevada.

(C) The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(D) Unless otherwise agreed in writing, the Subcontractor shall carry on the work and maintain the Schedule of Work pending arbitration, and, if so, the Contractor shall continue to make payments in accordance with this Subcontract.

(E) Nothing in this paragraph shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under any lien laws or payment bonds.

(F) To the extent not prohibited by their contracts with others, the claims and disputes of the Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

(G) This agreement to arbitrate shall not apply to any claim of contribution or indemnity asserted by one party to this Subcontract against the other party; or arising out of an action brought in a state or federal court or in arbitration by a person

18-CENTRAL PARK

SUBCONTRACTOR INITIAL

 JS

CONTRACTOR INITIAL

 ✓

ISIC 961

AA002439

(Page 18 of 38)

who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto, who does not consent to such arbitration. In any dispute arising over the application of this subparagraph (G), the question of arbitrability shall be decided by the appropriate court and not by arbitration.

19-CENTRAL PARK

SUBCONTRACTOR INITIAL



CONTRACTOR INITIAL



ISIC 962

AA002440

(Page 20 of 38)

EXHIBIT "A"
CONTRACT PRICE PAYMENT SCHEDULE
CENTRAL PARK ESTATES

PAYMENT SCHEDULE

	30% LATHE	25% SCRATCH COAT	25% BROWN COAT	20% TEXTURE	CONTRACT TOTAL
PLAN 1	\$ 1,522.70	\$ 1,352.25	\$ 1,352.25	\$ 1,081.80	\$ 5,409.00 ✓
PLAN 1X	\$ 2,293.50	\$ 1,911.25	\$ 1,911.25	\$ 1,529.00	\$ 7,645.00 ✓
PLAN 2	\$ 1,759.10	\$ 1,474.25	\$ 1,474.25	\$ 1,179.40	\$ 5,887.00 ✓
PLAN 3	\$ 1,793.40	\$ 1,494.50	\$ 1,494.50	\$ 1,195.60	\$ 5,978.00 ✓
PLAN 3X	\$ 2,197.50	\$ 1,831.25	\$ 1,831.25	\$ 1,465.00	\$ 7,325.00 ✓
PLAN 4	\$ 1,905.00	\$ 1,587.50	\$ 1,587.50	\$ 1,270.00	\$ 6,350.00 ✓
PLAN 5	\$ 1,447.50	\$ 1,206.25	\$ 1,206.25	\$ 965.00	\$ 4,825.00 ✓


OPTIONS: (PAID AT 100%)

PLAN 1X: DECK	\$ 140.00 ✓
PLAN 2: COVERED PATIO	\$ 545.00 ✓
PLAN 3: COVERED PATIO	\$ 1,350.00 ✓
STORAGE	N/C ✓
PLAN 5: COVERED PATIO	\$ 475.00 ✓

ISIC 963

AA002441

Subcontractor's Initials: 

Contractor's Initials: 

(Page 21 of 38)

"EXHIBIT B"
SCOPE OF WORK

STUCCO

- A. Subcontractor agrees to provide all labor, equipment, materials, supervision, and any other items required in accordance within the Master Subcontract Agreement to which this is attached necessary for a complete job of stucco and lathe at the project known as Central Park Estates.
- B. Work to be performed according to approved plans by RNM Architects.
- C. All stucco to be three-coat application installed over approved wire and grade "D" paper mechanically fastened.
- D. All work under this agreement is subject to the requirements and approvals of Clark County and the U.S. Veterans Administration.
- E. All popouts to be framed by others from wood.
- F. Square corner aid to be used at all stucco corners and shall be held straight true and plumb despite any imperfections that may be apparent in framing members. All corner aid shall meet zero tolerance standards. If framing is not sufficient to meet this requirement, AmLand superintendent must be notified or it is solely the stucco subcontractor's responsibility to meet this tolerance.
- G. Main bodies of all buildings to be a lite texture finish and certain accent areas as designated by Contractor will receive a heavy sand finish.
- H. Subcontractor will mask all windows prior to brown coat application to avoid any scratched glass and remove all upon completion unless painters request it be left for their use while painting.
- I. Subcontractor will repair any cracks in stucco using ^{over 1/8"} Elastomeric Caulk ^{banded finish or caulk} at or about the time of buyer taking possession and for one year after that time shall return to repair any substantial cracks that may occur and shall provide for painting of these cracks at that time as well.
- J. Subcontractor shall, at time of lathing and again after stucco, provide for immediate clean up and removal of all lathe scraps and stucco excess. ^{To contractor's concrete dumpster.} Take stucco debris 12" ^{from foundation of the building.} Debris to be disposed of by others.
- K. Subcontractor shall consult with Contractor's Project Superintendent prior to stockpiling of any sand or portland materials and shall relocate any such materials if requested by Contractor's Project Superintendent within 24 hours of request.
- L. Subcontractor shall take great care to protect all curbs and flatwork when stocking or relocating materials and will be held liable for damages to these items if caused by his crews or equipment.
- M. Upon completion of finish coat Subcontractor shall immediately remove all excess stucco materials from window frames, doorframes, concrete sills, flat work, and exterior panels and vents or Contractor's cleaning sub will remove these materials and Subcontractor will be backcharged.
- N. Subcontractor is aware of OSHA requirements regarding scaffolding used for this work and will continuously comply with these requirements. Furthermore, should any fines be assessed to Contractor relating to negligence on the part of Subcontractor then these amounts shall be assessed against any monies owed to Subcontractor.

Subcontractor's Initials



Contractor's Initials:



ISIC 964

AA002442

(Page 22 of 38)

- O. Subcontractor shall keep abreast of schedule for all inspections relating to his work and will provide a representative from his company to accompany Contractor's Project Superintendent and County Inspector(s) on all inspections relating to his work.
- P. Subcontractor shall physically verify receipt of any pertinent inspections being passed prior to proceeding with any phase of his work that is reliant upon passed inspections in order to proceed.
- Q. Subcontractor shall furnish and install bituthane water proofing at parapet walls and other flat surfaces as directed by the Superintendent.

SCHEDULE

Subcontractor to commence any work requested within two working days of notification of Contractor's Project Superintendent. *Provided job is ready to subcontractors standards.*


Scratch coat, lathe, brown coat, and finish coats to each be performed at a minimum rate of six units per day.


Scaffolding to be removed with 24 hours of completion of its use.

\$100 per diem charged against any monies owed Subcontractor for delays.

**cracks are inherent to all stucco finishes, especially on sand finishes. The stucco integrity meets industry standards but aesthetically you will see "hair line" cracks about every 10 (ten) square feet.*

Cedco highly recommends the use of Elastomeric paint to avoid any future problems with your valued homeowners.

Subcontractor's Initials: 

Contractor's Initials: 

ISIC 965

AA002443

(Page 23 of 38)

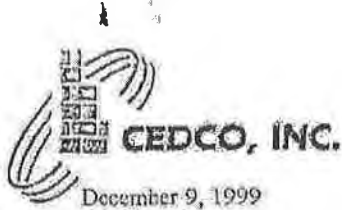


Exhibit "C"

Proposal #S1905T

Amland Development Inc.
1253 South Arville Street
Las Vegas, NV 89102

Re: Central Park Estates
Scope of Work: 3-Coat Stucco System-Sand Finish

ELEVATION:	TOTAL
Plan 1	\$5,409.00
Plan 1XB	\$7,645.00
Deck Option	\$140.00
Plan 1XM	\$7,645.00
Deck Option	\$140.00
Plan 2	\$5,897.50
Covered Patio	\$545.00
Plan 3	\$5,978.75
Covered Patio	\$1,350.00
Plan 3XB	\$7,325.00
Covered Patio	\$1,350.00
3x4 Storage Unit	No Charge
Plan 3XM	\$7,325.00
Covered Patio	\$1,350.00
Plan 4	\$6,350.00
Plan 5	\$4,825.00
Covered Patio	\$4,785.00

Contractors License #26432
7210 Placid, Las Vegas, Nevada 89119
Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 966

AA002444

(Page 24 of 38)

Page 2 of 2
Proposal #S1905F
December 9, 1999

Bid Includes: Labor, materials, bituthane ^{done on site} waterproofing and scaffolding for Cedco use only.

Bid Excludes: All metal flashings, any wood products, soffit vents, foam popouts, wrought iron, stucco on any courtyard walls, paint and color coat.

Note: Stucco debris to be raked 12" from the foundation of the building and ^{ply by others.} and lath debris to be placed in an onsite dumpster.

Note: Union compliance is not part of contract.

Note: Compliance with OSEA requirements per accepted trade practices for residential projects in Las Vegas.

Sincerely,
CEDCO, INC.

Brad Ogden
Estimator



ISIC 967

AA002445

(Page 25 of 38)

AMLAND DEVELOPMENT, INC.
SEQUENCE SHEET

PROJECT: CENTRAL PARK
UNIT: 5
PHASE: 5C.2

Sub-phase	Lot	Address	Plan	Elev.	Floor Plan Detail Description	garage-hand	Permit #	Std Plan#	Parcel #
5C.2	7	174 Woolman Rink Ave	2	A		R	01-27948	07-929	177-21-216 007
5C.2	8	178 Woolman Rink Ave	4	B		R	01-27949	07-932	177-21-216 008
5C.2	9	182 Woolman Rink Ave	1X	A	Bonus Up - Master Down	L	01-27947	07-927	177-21-216 009
5C.2	10	186 Woolman Rink Ave	3X	A	Dual Master	R	01-27944	07-931	177-21-216 010
5C.2	11	190 Woolman Rink Ave	3	B		R	01-27943	07-931	177-21-216 011
5C.2	12	194 Woolman Rink Ave	2	B		R	01-27945	07-929	177-21-216 012

8/21/01 - change lot 10 from plan 2 to plan 3X
9/21/01 - change handling on lot 12 to R
10/16/01 - Permit Numbers Added

Plan	Quantity	
1	0	ea
1X	1	ea 7645
2	2	ea 3897-11,794
3	1	ea 3818
3X	1	ea 7325
4	1	ea 1350
5	0	ea
6	total	

(Page 32 of 38)



CEDCO, INC.

January 20, 2000

Amland Development
1253 South Arville
Las Vegas, Nevada

Dear Paul,

In regards to the stucco at Central Park, the previous letter that you sent me needs to have a few adjustments made on Cedco's behalf. The scope of work needs to read as follows:

Subcontractor will repair any cracks in the stucco over 1/8" using bonded finish or caulk at or about the time of buyer taking possession of the home. Cedco will do any 1/8" repair that is required by the home owner prior to taking possession of the home.

Hairline cracks may appear every 10 square feet in "sand" finishes and still meet stucco industry standards. Unless elastomeric paint is used in conjunction with the "sand" finish of stucco patching, hairline cracks will not be a part of the scope unless Cedco, Inc. is paid at a hourly rate of \$35.00/hr by Amiland.

If there are any questions concerning this matter, please give me a call at my office @ 361-6550.

Sincerely,
CEDCO, INC.

B. Ogden
Brad Ogden

Contractors License #26432
7210 Placid, Las Vegas, Nevada 89119
Phone (702) 361-6550 • Fax (702) 361-8281

ISIC 969

AA002447

(Page 33 of 38)

- O. Subcontractor shall keep abreast of schedule for all inspections relating to his work and will provide a representative from his company to accompany Contractor's Project Superintendent and County Inspector(s) on all inspections relating to his work.
- P. Subcontractor shall physically verify receipt of any pertinent inspections being passed prior to proceeding with any phase of his work that is reliant upon passed inspections in order to proceed.
- Q. Subcontractor shall furnish and install bituthane water proofing at parapet walls and other flat surfaces as directed by the Superintendent.

SCHEDULE

Subcontractor to commence any work requested within two working days of notification of Contractor's Project Superintendent. ~~Provided job is ready to subcontractors standards.~~

Scratch coat, lathe, brown coat, and finish coats to each be performed at a minimum rate of six units per day.

Scaffolding to be removed with 24 hours of completion of its use.

\$100 per diem charged against any monies owed Subcontractor for delays.

* cracks are inherent to all stucco finishes, especially on sand finishes. The stucco integrity meets industry standards but aesthetically you will see "hair line" cracks about every 10 (ten) square feet.

Cedco highly recommends the use of Elastomeric paint to avoid any future problems with your valued homeowners.



Subcontractor's Initials:



Contractor's Initials:



ISIC 970

AA002448

(Page 34 of 38)



7210 Placid
Las Vegas, Nevada 89119
Phone: (702)361-6550
Fax: (702) 897-1403
Contractor License #26432

FAX COVER SHEET

Date: 2/2/2000

Company: Ameland

Please deliver to: Sherry

Fax #: 870-9123

From: Lisa Vega

Total number of pages (including cover sheet): 2

Comments: Signed receipt for Central Park
Est. Contract.

If all pages are not received, please call (702) 361-6550.

ISIC 971

AA002449

(Page 35 of 38)

Cedco, Inc.
7210 Placid St.
Las Vegas, NV 89119
Phone #: (702) 361-6550
Fax #: (702) 361-8281

Date:

12/22/99

Reference:

Central Park Estates

To:

Ameland Dev. Inc.
1253 So. Arville
LV, NV 89102

Attn:

WE TRANSMIT:

- ☒ HAND CARRIED
☐ VIA YOUR MESSENGER
☐ VIA OUR MESSENGER
☐ VIA BLUEPRINTS
☐ VIA OVERNIGHT EXPRESS
☐ VIA US MAIL

FOR YOUR:

- ☒ APPROVAL
☐ REVIEW AND COMMENT
☐ INFORMATION
☐ RECORDS/FILES
☐ PER YOUR REQUEST
☐ USE

COPIES:

2 original

DESCRIPTION:

Contracts

RECEIVED BY:

[Signature]

DATE: 12/23/99

ISIC 972

AA002450

(Page 36 of 38)

01-1321611

JOB NAME: Central Park Estates JOB #: 1611GENERAL CONTRACTOR: Ameland DevelopmentCONTRACT TO DO LIST

	Date	Name
Letter of Intent/Notice to Proceed		
Contract	12/14	Sue
Check Scope of Work & S's (12/14 Brad is checking 12/15 gave to Lisa)		
Pre-Lien		
Pre-Lien Info to Marion		
Contract to Owners		
Copied Billing Info to Martha		
Copied to Project Manager		
Logged in on Contract Log	12/14	Sue
SIIS, General Liability		
Signed Contract out for Delivery		
Fully Executed Contract Received		

COMMENTS:

BILLING DATE: _____ PAY DATE: _____

Credit Check Done _____

1 - original to Brad
 1 - original to Lisa

12/15 faxed to Scott forwarding check on indemnification

ISIC 973

AA002451

(Page 37 of 38)



7210 Placid
Las Vegas, Nevada 89119
Phone: (702) 361-6550
Fax: (702) 361-8281
Contractor License #26432

FAX COVER SHEET

Date: 12/15/1999

Company: _____

Please deliver to: _____

Fax #: _____

From: _____

Total number of pages [including cover sheet]: 5

Comments: Scott

John Central Park Estates
P.C. Anland, Inc.
I get alot of these types of contracts
if you could mark this one up I
could use as a sample for the others
I get like this.

If all pages are not received, please call (702) 361-6550.

ISIC 974

AA002452

(Page 38 of 38)

TRANSMISSION VERIFICATION REPORT

TIME : 12/15/1999 07:46

DATE, TIME	12/15 07:44
FAX NO./NAME	3660327
DURATION	00:02:16
PAGE(S)	05
RESULT	OK
MODE	STANDARD
	ECM

ISIC 975

AA002453

(Page 1 of 4)

Central Park LLC
7140 Industrial Rd, Ste. 1200
Las Vegas NV 89118

PURCHASE ORDER

Number: 00025284 Date: 11/01/2001 For: (41100) Lathe Exterior

To: 03150-Cedco, Inc. 7210 Placid Street Las Vegas NV 89119	Ship To: cp5c3/001/0217 217 /1 Central Park Unit 5c Rel. 3 163 Woolman Rink Avenue Las Vegas NV 89123	Lot/Block
STANDARD c1416a	Plan 1 - Elev. A	
Will Call To Verify Ship Date.	F.O.B.:	Ship Via:
Est Date Required: _/_/_	Payment Terms:	monthly CO 000
Superintendent: Chad Howie	Group: 720	

Resource/Use Description	Unit	Quantity	Price	Extension
c1416a Stucco Plan 1	bid	0.3000	5,409.000	1,622.70
(Lathe 1.00 bid)				

3/43 10

Sub-Total	1,622.70
Sales Tax	0.00
Total Amt	1,622.70

Authorized signature:	Vendor/Sub-Contractor:	Approved For Payment:
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CPE003504

ISIC 976

AA002454

(Page 2 of 4)

Central Park LLC
7140 Industrial Rd, Ste. 1200
Las Vegas NV 89118

P U R C H A S E O R D E R

Number: 00025410 Date: 11/06/2001 For: (60100) Scratch Coat Stucco

To: 03150-Cedco, Inc. 7210 Placid Street Las Vegas NV 89119	Ship To: cp5c3/001/0217 217 /1 Central Park Unit 5c Rel. 3 163 Woolman Rink Avenue Las Vegas NV 89123	Lot/Block
STANDARD c1416a	Plan 1 - Elev. A	
Will Call To Verify Ship Date.	F.O.B.:	Ship Via:
Est Date Required: ___/___/___	Payment Terms: monthly	co 000
Superintendent: Chad Howie	Group: 720	

Resource/Use Description	Unit	Quantity	Price	Extension
c1416a Stucco Plan 1	bid	0.2500	5,409.000	1,352.25
(Scratch Coat 1.00 bid)				

3143 11

Sub-Total	1,352.25
Sales Tax	0.00
Total Amt	1,352.25

Authorized Signature: _____	Vendor/Sub-contractor: _____	Approved For Payment: _____
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: 11/20/02	Date: 1/30/02

CPE003505

ISIC 977

AA002455

(Page 3 of 4)

Central Park LLC
 7140 Industrial Rd, Ste. 1200
 Las Vegas NV 89118

P U R C H A S E O R D E R

Number: 00025411 Date: 11/06/2001 For: (60200) Brown Coat Stucco

To: 03150-Cedco, Inc. Ship To: cp5c3/001/0217 217 /1
 7210 Placid Street Central Park Unit 5c Rel. 3
 Las Vegas NV 89119 163 Woolman Rink Avenue
 Las Vegas NV 89123
 Will Call To Verify Ship Date. STANDARD c1416a Plan 1 - Elev. A
 Est Date Required: / / F.O.B.: Ship Via:
 Superintendent: Chad Howie Payment Terms: monthly CO 000
 Group: 720

Resource/Use Description	Unit	Quantity	Price	Extension
c1416a Stucco Plan 1	bid	0.2500	5,409.000	1,352.25
(Brown Coat 1.00 bid)				

3143 12

Sub-Total	1,352.25
Sales Tax	0.00
Total Amt	1,352.25

Authorized signature: Vendor/Sub-Contractor Approved For Payment:

By: By: By:

Title: Title: Title:

Date: Date: Date:

CPE003506

ISIC 978

AA002456

(Page 4 of 4)

Central Park LLC
7140 Industrial Rd, Ste. 1200
Las Vegas NV 89118

PURCHASE ORDER

Number: 00025418 Date: 11/06/2001 For: (61300) Texture Stucco

To: 03150-Cedco, Inc. Ship To: cp5c3/001/0217 Lot/Block
7210 Placid Street Central Park Unit 5c Rel. 3
Las Vegas NV 89119 163 Woolman Rink Avenue
STANDARD c1416a Plan 1 - Elev. A
Will Call To Verify Ship Date. F.O.B.: Ship Via:
Est Date Required: / / Payment Terms: monthly CO 000
Superintendent: Chad Howie Group: 720

Resource/Use Description	Unit	Quantity	Price	Extension
c1416a Stucco Plan 1 (Texture 1.00 bid)	bid	0.2000	5,409.000	1,081.80

3/93 13

Sub-Total	1,081.80
Sales Tax	0.00
Total Amt	1,081.80

Authorized Signature: Vendor/Sub-Contractor: Approved For Payment:

By: By: By:

Title: Title: Title:

Date: Date: Date:

CPE003507

ISIC 979

AA002457

(Page 1 of 6)



7210 PLACID STREET
LAS VEGAS, NV 89119
(702) 361-6550

INVOICE

Page 1 of 3

INVOICE NUMBER: 0043596-IN

INVOICE DATE: 01/31/02

AMLAND/CENTRAL PARK ESTATES
7140 INDUSTRIAL ROAD
SUITE #1200
LAS VEGAS, NV 89118

CUSTOMER NO.: 01-1321611

CUSTOMER P.O.:

JOB NO.: 1611000

JOB SITE: CENTRAL PARK ESTATES

SALES CD	DESCRIPTION	Quantity	Price	AMOUNT
	BILL THRU 1/30/02			
	UNIT 5 RELEASE 3			
	PO #25218			
1	LOT 215 BLK 1			
	LATH EXTERIOR	1.00	\$ 1,905.00	\$ 1,905.00
	PO #25226			
1	LOT 215 BLK 1			
	SCRATCHCOAT STUCCO	1.00	\$ 1,587.50	\$ 1,587.50
	PO #25227			
1	LOT 215 BLK 1			
	BROWN COAT STUCCO	1.00	\$ 1,587.50	\$ 1,587.50
	PO #25234			
1	LOT 215 BLK 1			
	TEXTURE STUCCO	1.00	\$ 1,270.00	\$ 1,270.00
	PO #28613			
1	LOT 216 BLK 1			
	LATH EXTERIOR	1.00	\$ 1,350.00	\$ 1,350.00
	PO #25270			
1	LOT 216 BLK 1			
	LATH EXTERIOR	1.00	\$ 1,793.40	\$ 1,793.40
	PO #25372			
1	LOT 216 BLK 1			
	SCRATCHCOAT STUCCO	1.00	\$ 1,494.50	\$ 1,494.50
	PO #25373			
1	LOT 216 BLK 1			
	BROWN COAT STUCCO	1.00	\$ 1,494.50	\$ 1,494.50
	PO #25380			
1	LOT 216 BLK 1			
	TEXTURE STUCCO	1.00	\$ 1,195.60	\$ 1,195.60
	PO #25284			
	LOT 217 BLK 1			

RECEIVED
FEB 08 2002

CPE003520

ISIC 980

AA002458

(Page 2 of 6)



7210 PLACID STREET
LAS VEGAS, NV 89119
(702) 361-6550

INVOICE

Page 2 of 3

INVOICE NUMBER: 0043596-IN

INVOICE DATE: 01/31/02

AMLAND/CENTRAL PARK ESTATES
7140 INDUSTRIAL ROAD
SUITE #1200
LAS VEGAS, NV 89118

CUSTOMER NO: 01-1321611

CUSTOMER P.O.:

JOB NO: 1611000

JOB SITE: CENTRAL PARK ESTATES

SALES CD	DESCRIPTION	Quantity	Price	AMOUNT
1	LATH EXTERIOR	1.00	\$ 1,622.70	\$ 1,622.70
	PO #25410 LOT 217 BLK 1			
1	SCRATCHCOAT STUCCO	1.00	\$ 1,352.25	\$ 1,352.25
	PO #25411 LOT 217 BLK 1			
1	BROWN COAT STUCCO	1.00	\$ 1,352.25	\$ 1,352.25
	PO #25418 LOT 217 BLK 1			
1	TEXTURE STUCCO	1.00	\$ 1,081.80	\$ 1,081.80
	PO #25298 LOT 218 BLK 1			
1	LATH EXTERIOR	1.00	\$ 1,447.50	\$ 1,447.50
	PO #25448 LOT 218 BLK 1			
1	SCRATCHCOAT STUCCO	1.00	\$ 1,206.25	\$ 1,206.25
	PO #25449 LOT 218 BLK 1			
1	BROWN COAT STUCCO	1.00	\$ 1,206.25	\$ 1,206.25
	PO #25456 LOT 218 BLK 1			
1	TEXTURE STUCCO	1.00	\$ 965.00	\$ 965.00
	PO #25312 LOT 219 BLK 1			
1	LATH EXTERIOR	1.00	\$ 1,769.10	\$ 1,769.10
	PO #25488 LOT 219 BLK 1			
1	SCRATCHCOAT STUCCO	1.00	\$ 1,474.25	\$ 1,474.25
	PO #25489 LOT 219 BLK 1			
1	BROWN COAT STUCCO	1.00	\$ 1,474.25	\$ 1,474.25

CPE003521

ISIC 981

AA002459

(Page 3 of 6)



7210 PLACID STREET
LAS VEGAS, NV 89119
(702) 361-6550

INVOICE

Page 3 of 3

INVOICE NUMBER: 0043596-IN

INVOICE DATE: 01/31/02

AMLAND/CENTRAL PARK ESTATES
7140 INDUSTRIAL ROAD
SUITE #1200
LAS VEGAS, NV 89118

CUSTOMER NO: 01-1321611

CUSTOMER P.O.:

JOB NO: 1611000

JOB SITE: CENTRAL PARK ESTATES

SALES CD	DESCRIPTION	Quantity	Price	AMOUNT
1	PO #25496 LOT 219 BLK 1 TEXTURE STUCCO	1.00	\$ 1,179.40	\$ 1,179.40
1	PO #25326 LOT 220 BLK 1 LATH EXTERIOR	1.00	\$ 1,905.00	\$ 1,905.00
1	PO #25527 LOT 220 BLK 1 SCRATCHCOAT STUCCO	1.00	\$ 1,587.50	\$ 1,587.50
1	PO #25528 LOT 220 BLK 1 BROWN COAT STUCCO	1.00	\$ 1,587.50	\$ 1,587.50
1	PO #25535 LOT 220 BLK 1 TEXTURE STUCCO	1.00	\$ 1,270.00	\$ 1,270.00

THANK YOU FOR YOUR BUSINESS!

INVOICE TOTAL: \$ 36,159.00
FREIGHT: \$ 0.00
SALES TAX: \$ 0.00
RETENTION: \$ 0.00
AMOUNT NOW DUE: \$ 36,159.00

CPE003522

ISIC 982

AA002460

(Page 4 of 6)

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from Arland Develop
(Maker of Check)
in the sum of \$ 5010.50 payable to Atco of Nevada and Coda
(Amount Due) (Payee of Check)

and when the check has been properly endorsed and has been paid by the
bank upon which it is drawn, this document shall become effective to release
pro tanto any mechanic's lien, stop notice, or bond right the undersigned has
on the job of

Central Park, LLC
(Legal Owner)
located at 24101 Central Park East to the following extent. This
(Project and Phase) unit 5 and 3, Coda unit 43596
release covers a progress payment for labor, services, equipment, and/or
material furnished to Coda Inc
(Your Customer)
through 1/30/02 only and does not cover any retention or items
(Date)

furnished after that date. Before any recipient of this document relies on it,
said party should verify evidence of payment to the undersigned.

Name: Atco of Nevada
(Subcontractor)

By: James Tanley
(Authorized Signature)

Title: Controller

Date: Jan 29, 2002

CPE003523

ISIC 983

AA002461

(Page 5 of 6)

CONDITIONAL WAIVER AND RELEASE**UPON PROGRESS PAYMENT**

Upon receipt of a check by the undersigned from
Amland in the sum of \$ 36,159.00
(Maker of Check) (Amount Due)

made payable to CEDCO, INC.
(Payee of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien or bond claim and any rights thereto that the undersigned has on the job whose owner is

Amland
(Owner)
 and is located at Central Park Estates
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment, and / or materials furnished to
Amland
(Your Customer) through

1-30-02
(Date) only and does not cover any retention, items

furnished or labor performed after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Name: CEDCO, INC.
(Company Name)

By: Brenda White
(Authorized Signature)

Title: BRENDA WHITE - ACCOUNTS RECEIVABLE

Date: 2-6-02

CPE003524

ISIC 984

AA002462

(Page 6 of 6)

LABOR WAIVER AND RELEASE OF LIEN

THE UNDERSIGNED HEREBY WAIVES AND RELEASES ANY MECHANIC'S LIEN OR BOND CLAIM AND ANY RIGHTS THERETO FOR WORK OR IMPROVEMENT ON THE PROPERTY DESCRIBED HEREIN TO THE FOLLOWING EXTENT. THIS RELEASE IS FOR LABOR ONLY ON THE CONSTRUCTION OR IMPROVEMENT OF THE BELOW REFERENCED PROJECT AND DOES NOT INCLUDE ANY MATERIALS, SERVICES, EQUIPMENT, OR ANY OTHER ADDITIONAL WORK OR RETENTION.

OWNER: Osland
 PROJECT NAME: Central Park Estates
 ADDRESS/ LOCATION: _____

EACH OF THE UNDERSIGNED LABORERS HEREBY CERTIFIES THAT HE/ SHE HAS BEEN PAID IN FULL FOR ALL WORK OF WHATSOEVER NATURE PERFORMED ON THE ABOVE REFERENCED PROJECT THROUGH 1-30-02

Douglas
FREEDS
Finley
PIS

My Bill

NAME: Cedco Inc.
 BY: Brenda White
 TITLE: BRENDA WHITE - ACCOUNTS RECEIVABLE
 DATE: 2-6-02

CPE003525

ISIC 985

AA002463

(Page 1 of 5)

COOKSEY, TOOLLEN, GAGE, DUFFY & WOOG

A Professional Corporation

Attorneys at Law

3930 Howard Hughes Parkway, Suite 200
 Las Vegas, Nevada 89168
 Telephone (702) 949-3100
 Facsimile (702) 949-3104

Main Office:
 536 Anton Boulevard, Tenth Floor
 Costa Mesa, California 92626-1977

David R. Cooksey*
 Robert L. Toolten*
 Kim P. Gage*
 Patrick J. Duffy*
 Philip M. Woog*
 Griffith H. Hayes**
 Theresa H. Lazarisali*
 Thomas R. Kraschner*
 Randall P. Mroczynski*
 Richard E. Buck* &

Pamela G. Lacey*
 Byron J. Behr*
 Lawrence H. Miller*
 Steven E. Ernst*
 Wilson E. Yurck*
 Paul K. Hoffman*
 Alexander T. Winstberg*
 Matthew R. Pahl*
 Sarah K. Galeis* &

John H. Klin*
 Andrew R. Muehlbauer
 Tracee L. Duhls
 Mary E. Conly*
 Lisa L. Castellani*
 Ann G. Richard*
 Marisa A. Pocol*
 Jennifer H. Wang*
 John F. Patton*

Sheryl K. Orr*
 Joseph G. Spillman**
 Katarzyna Filipowicz
 James P. Genshaw
 Martin A. Muckleroy
 Jason C. Kothe
 Don Gavin Gage*
 Of Counsel
 Stephen L. Culp
 Michael J. Berner*

*Licensed in California
 **Licensed in California and Oregon
 ***Licensed in Nevada and California
 † Licensed in Nevada and Ohio
 ‡ Licensed in Nevada and Oklahoma
 § Licensed in California and Missouri
 ¶ Licensed in California, Texas and Utah
 & Licensed in Nevada and Illinois

October 10, 2011

jgoldman@cookseylaw.com

NOTICE OF CHAPTER 40 CONSTRUCTION DEFECTS PURSUANT TO NRS 40.646
AND TENDER OF DEFENSE AND INDEMNITY

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED # 7011 0470 0002 9785 9671

Cedco, Inc.
 6720 W. Serene Avenue
 Las Vegas, NV 89139

Re: Mohan, Kevin v. Central Park, LLC, et al.
 Project : Central Park Estates
 Our File No. : 450.0121
 Our Clients : Central Park, LLC, Amland Development, Inc., Amland
 Development, LLC & U.S. West Development, Inc.

Dear Sir or Madam:

This office represents Central Park, LLC, Amland Development, Inc., Amland Development, LLC & U.S. West Development, Inc. (collectively "Amland") in the above-referenced matter (the "Action"). Amland was the general contractor and developer of the home owned by Claimant Kevin Mohan, located at 163 Woolman Rink Ave., Las Vegas, NV 89123 (the "Subject Property"). On or about September 13, 2011, Amland received a Chapter 40 Notice of Constructional Defect (the "Notice") from Claimant's attorney alleging numerous deficiencies with the Claimant's home.

Pursuant to NRS § 40.646, the Notice being provided to Cedco, Inc. (hereinafter "Cedco") because the defects alleged in the Notice implicate Cedco's scope of work at the Subject Property. The Notice is enclosed for your reference. Inspection of the Subject Property has not yet been determined, but we are seeking dates from the Claimant's attorney for inspections and will notify you once the date is finalized.

You should contact an attorney immediately, if you have not already done so, regarding your legal rights and responsibilities under Nevada law. We also strongly recommend that you put your insurance carrier on notice of this claim to avoid any prejudice and potential denial of coverage, but this issue should be discussed with your attorney before taking any action.

450.0121 2003224.1

ISIC 986

AA002464

(Page 2 of 5)

Re: Mohan, Kevin v. Central Park, LLC

October 10, 2011

Page 2

TENDER OF DEFENSE AND INDEMNITY

Amland and Cedco entered into one or more written subcontract agreement(s) in connection with the construction of the Subject Property. Pursuant to the subcontract agreement(s), Cedco agreed to indemnify and hold harmless Amiland from all liability, and to obtain endorsements to its policies of liability insurance naming Amiland as an additional insured. The contract states:

To the fullest extent permitted by law, Subcontractor agrees to hold harmless and indemnify Contractor ... from and against any and all claims, damages, losses, liabilities, and expenses, including without limitation, all attorney's fees, arising from or in connection with Subcontractor's performance or non-performance under this Subcontract. Subcontractor further agrees to obtain prior to commencing work, and to maintain at its sole cost during the progress of its performance hereunder, such insurance policies as may be required by Contractor ... naming ... Amiland Development as Additional Insured.

In light of Claimant's allegations, Cedco's defense and indemnity obligations under the language referenced above are triggered. Accordingly, Amiland hereby tenders its defense and indemnity to Cedco and its applicable insurance carriers pursuant to the defense and indemnity provisions referenced above. Please confirm that you will participate in the defense of Amiland in this matter.

Please forward this tender to your insurance carriers and confirm that you will participate in the defense of Amiland in this matter. Pursuant to the insurance provisions referenced above, your carrier(s) should consider this letter an additional insured tender by Amiland under all applicable insurance policies and endorsements.

Please be advised that you have thirty (30) days from receipt of this letter to provide a written response to the Chapter 40 Notice pursuant to NRS 40.646(3). You should contact an attorney immediately, if you have not already done so, regarding your legal rights and responsibilities under Nevada law. Should you have any questions, please do not hesitate to contact the undersigned. Thank you for your courtesy and cooperation in this matter.

If you need any additional information in formulating your response to this notice and tender, please do not hesitate to contact the undersigned. Thank you for your courtesy and cooperation.

Sincerely,



Joseph G. Goldman

JGG/asw

Enclosures: CD-ROM containing Chapter 40 Notice & PAC, Inc. Report

450.0121 2003224.1

ISIC 987

AA002465

(Page 3 of 5)

T H H L A W F I R M O F
JUDD J. BALMER, ESQ., LTD.
A N E V A D A P R O F E S S I O N A L C O R P O R A T I O N

September 12, 2011

AMLAND DEVELOPMENT, INC.
7140 Dean Martin Drive, Suite 1200
Las Vegas, Nevada 89118

SENT BY FIRST CLASS MAIL; and
SENT BY CERTIFIED MAIL, RETURN RECEIPT
REQUESTED: 7010 1870 0000 4136 0488

Re: Our client: Kevin J. Mohan
Property Address: 163 Woolman Rink Avenue, Las Vegas, Nevada 89123

NEVADA REVISED STATUTES, CHAPTER 40 NOTICE (NRS 40.645) OF
CONSTRUCTIONAL DEFICIENCIES IN CONCRETE, MASONRY,
WOOD/PLASTICS/COMPOSITES, THERMAL MOISTURE PROTECTION,
OPENINGS, FINISHES, PLUMBING, HVAC, AND ELECTRICAL SYSTEMS IN THE
ABOVE-MENTIONED RESIDENCE WITH RESULTING DAMAGE.

NRS 40.680 DEMAND FOR PRE-LITIGATION MEDIATION

(IMMEDIATE ATTENTION REQUIRED)

Dear Amland Development, Inc.:

This Notice is being given to satisfy the requirements of NRS 40.600, et seq., including, specifically, NRS 40.645.

This office has been retained to represent Mr. Mohan concerning constructional defects and related damages of his residence constructed by Amland Development, Inc., and its subcontractors.

In order to assist in your evaluation of these Chapter 40 claims, and pursuant to NRS 40.645(2), et seq., please find attached a disc containing the Chapter 40 Defect Listing for the Mohan Residence at 163 Woolman Rink Avenue, Las Vegas, Nevada 89123, dated August 22, 2011, by Pacific Adjusting & Consultants, Inc., concerning the constructional defects and related damage present in the aforesaid residence. The CD-ROM contains 978 pages outlining the defects and damages suffered by the Mohan residence. Indeed, you will find the Defect Listing appropriately detailed, including copious references to building code and standard of care violations in the construction of Mr. Mohan's home, and photographs of each defect. In addition, we have included with each defect the conceptual method of repair.

This expert report is meant to satisfy Chapter 40 requirements by placing Amland Development, Inc., on notice of these defects and resulting damages in the Mohan residence.

400 N. Stephanie Street, Suite 260, Henderson, Nevada 89014
Telephone: (702) 642-4200 Fax: (702) 642-4300 Email: balmerlaw@msn.com

ISIC 988

AA002466

(Page 4 of 5)

Non-invasive inspections of this residence have demonstrated and documented constructional defects and resulting damage in said residence in the following building systems, as specifically set forth in the Pacific Adjusting & Consultants, Inc., Chapter 40 Defect Listing for Mr. Mohan's home: concrete systems, masonry systems, wood/plastics/composites systems, thermal moisture protection systems, openings systems, finishes systems, plumbing systems, HVAC systems, and electrical systems. The causes of the constructional defects and resulting damages set forth herein and in the attached expert report include: (1) applicable building code violations, (2) standard of care violations, (3) violations of approved plans, and/or (4) utilization of substandard and/or defective building materials.

Please direct all future inquiries and correspondence to my attention. If you have not already done so, please place any involved subcontractors and tradesmen on immediate notice of these claims. Please urge their involvement in the Chapter 40 process as soon as possible. Also, please provide me with your subcontractor matrices for the construction of the aforementioned residence and also inform me of each respective subcontractor's insurance carrier(s), so that we may also put them on immediate notice of these claims.


Please ensure that your response to this Chapter 40 notice is proper and complies with all time limitations and deadlines set forth in NRS 40.600, et seq., including, without limitation, NRS 40.646, 40.647, 40.6472, and 40.648. Please timely advise as to whether you or any subcontractors wish to perform any inspections of the residence. We will work with you to ensure that you have appropriate access to the residence.

Pursuant to NRS 40.680, my client demands the mandated pre-litigation mediation proceedings. We nominate Floyd Hale, Esq., or Howard Hamman, Esq., as potential mediators. My client is prepared to deposit \$50 toward the mediation, as required by statute. Pursuant to NRS 40.680(2), you have 20 days within which to notify us of your approval of either Mr. Hale or Mr. Hamman as the mediator or to supply us with alternative names. We look forward to hearing from you.

PURSUANT TO NEVADA REVISED STATUTE 40.695(1), THIS NOTICE TOLLS ANY STATUTES OF LIMITATIONS AND REPOSE APPLICABLE TO THESE HOMEOWNERS' CLAIMS UNTIL 30 DAYS AFTER MEDIATION IS CONCLUDED OR WAIVED IN WRITING PURSUANT TO NRS 40.680.

Please immediately acknowledge receipt of this Chapter 40 Notice in writing.

Thank you for your anticipated cooperation. I look forward to working with you to amicably resolve this claim.

Yours Truly,
 JUDITH J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

 JUDITH J. BALMER, ESQ.
 For the Firm

Page 2 of 2

ISIC 989

AA002467

EXHIBIT 19

December 21, 2011 letter from Midlands to Ironshore (ISIC 993-995)

MIDLANDS



December 21, 2011

**ATTN: JOHN REUSCH
IRONSHORE INSURANCE SERVICES LLC
JOHN.REUSCH@IRONSHORE.COM**

Re: Kevin Mohan, et al. v. Amland Development
Insured : CEDCO
Policy No. : 018ER0905001
Policy Dates : June 1, 2009 to April 1, 2010
Claimant : Kevin Mohan, et al.
Project : Central Park Estates
Our File No. : 122949-JPS

This will serve as our initial report on the above captioned matter.

Assignment

We have been asked to assist Ironshore in the investigation of a construction defect allegation.

Factual Background

This action involves a single-family residence located in the city of Las Vegas, Nevada. It appears CEDCO completed their work on the home/lot involved in this case in 2002.

The documents supplied to us revealed the construction involved in this project was completed by CEDCO before the policy inception date.

The Policy

Ironshore issued Policy Number 018ER0905001 with effective dates of June 1, 2009 to April 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

The policy is also subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed).

Midlands Claim Administrators, Inc. • 3503 NW 63rd Street, Suite 305, Oklahoma City, OK 73116
Phone: 405.840.0074 • Fax: 405.840.0584 • www.midlandsclaim.com

California • New York • Oklahoma • Texas

ISIC 993

AA002469

To: John Reusch
Re: CEDCO
Date: December 21, 2011

Based on our review of the materials and information submitted regarding the subject project, we recommend a declination of coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by CEDCO prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Liability Analysis

We have not been provided with a copy of the defect list or cost of repair.

Injuries/Damages

We have not received a defect list related to this claim.

Reserve Analysis

REDACTED

Litigation Plan

As this matter appears to fall outside the scope of coverage, we do not plan to direct, or participate in any possible litigation related to this claim.

Action Plan

1. Pending your approval, send Declination of coverage, outlining our understanding of the facts and coverage issues and our reasons for concluding that there is no coverage obligation in this case.
2. Monitor, or hold in abeyance for 30 days. If no response at that time, we will close our file.

To: John Reusch
Re: CEDCO
Date: December 21, 2011

Next Report Date

None, if no response is received in 30 days.

Yours very truly,
Midlands Claim Administrators, Inc.

A handwritten signature in cursive script, appearing to read "John P. Spearman".

John P. Spearman

JPS/mb

EXHIBIT 20

December 21, 2011 disclaimer letter from Midlands to Cedco (cc Zurich) (ISIC 1028-1035)

MIDLANDS



December 21, 2011

VIA REGULAR & CERTIFIED MAIL
(RETURN RECEIPT REQUESTED)

Attn Kelly
CEDCO
7210 Placid Street
Las Vegas NV 89119

Re: Kevin Mohan, et al. v. Amland Development
Insured : CEDCO
Policy No. : 000194200
Policy Dates : April 1, 2010 to April 1, 2011
Claimant : Kevin Mohan, et al.
Project : Central Park Estates
Our File No. : 122951-JPS

Dear Policyholder:

On behalf of Ironshore Specialty Insurance Company (hereinafter, "Ironshore"), this letter will serve to acknowledge receipt of the above captioned matter by this office. We are the claim administrators for this program. Please make note of our claim number and direct all future correspondence to this office, to the attention of this writer using our claim number as a reference.

Based on these documents and other information submitted, we have determined that this claim does not fall within the scope of coverage, or is otherwise excluded from coverage under the Ironshore policy, or policies issued to CEDCO. As such, unless additional, new or different information is provided, Ironshore must deny your request for coverage in this matter. Our reasons for concluding that there is no coverage are explained below.

Factual Background

This action involves a single-family residence located in the city of Las Vegas, Nevada. It appears CEDCO completed their work on the home/lot involved in this case in 2002.

The documents supplied to us revealed the construction involved in this project was completed by CEDCO before the policy inception date.

Midlands Claim Administrators, Inc. • 3503 NW 63rd Street, Suite 305, Oklahoma City, OK 73116
Phone: 405.840.0074 • Fax: 405.840.0584 • www.midlandsclaim.com

California • New York • Oklahoma • Texas

ISIC 1028

AA002473

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

The Policy

Ironshore issued Policy Number 000194200 with effective dates of April 1, 2010 to April 1, 2011. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

Based on the facts of this matter as reported to Ironshore, when compared to the terms, conditions, exclusions and endorsements of the Ironshore policy or policies at issue, this claim does not fall within the coverage provided under the policy or policies under which coverage is being sought.

Declination of Coverage

Ironshore respectfully disclaims coverage in this matter subject to the terms, conditions, exclusions and limits of the Ironshore policy, and the applicable law. CEDCO completed their work on this project prior to inception of the policy. Therefore, coverage would not be triggered due in part to the Continuous or Progressive Injury or Damage Exclusion.

Who is an Insured

The policy contains a description of who is considered an insured under the policy. **SECTION II WHO IS AN INSURED**, states:

1. *If you are designated in the Declarations as:*
 - a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*
 - b. *A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*
 - c. *A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

- d. *An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.*
- e. *A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*

2 *Each of the following is also an insured:*

- a. *Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts 'within the scope of their employment by you or while performing duties related to the conduct of your business.*

However, none of these "employees" or "volunteer workers" are insureds under this policy with respect to:

(1) *"bodily injury" or "personal and advertising injury":*

- (a)** *To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a, co-employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*
- (b)** *To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;*
- (c)** *For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or*
- (d)** *Arising out of his or her providing or failing to provide professional health care services.*

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

SECTION II — WHO IS AN INSURED is amended by Endorsement — ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies the insurance policy and reads as follows:

- A. Section II — Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

It is further agreed that such insurance as is afforded by this Policy for the benefits of an additional insured shall be primary and non-contributory.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

- a. *All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or*
- b. *That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.*
- c. *"Property Damage" which manifests after expiration of the Policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, exclusions and conditions of the policy remain unchanged.

The Ironshore policy also includes the (IB.EX.014B 7/08Ed) endorsement below:

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury" or "property damage":

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*
2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*
3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

All other terms, conditions and exclusions remain unchanged.

Ironshore respectfully declines coverage based upon the Continuous or Progressive Injury or Damage Exclusion. The notice of completion date or dates related to this claim indicates that the project was completed by CEDCO prior to inception of the Ironshore policy.

Another important aspect of the Ironshore policy is the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

***EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED
(WRAP-UP) INSURANCE PROGRAM***

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

*The following exclusion is added to paragraph 2.,
Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I -
Coverages):*

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

- 1) *Provides coverage identical to that provided by this Coverage Part;*
- 2) *Has limits adequate to cover all claims; or*
- 3) *Remains in effect.*

All other terms, conditions and exclusions remain unchanged.

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by CEDCO prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under CEDCO's policy.

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you

To: CEDCO
Re: Kevin Mohan, et al. v. CEDCO
Date: December 21, 2011

cannot respond electronically, please respond to the undersigned at the address below.

Yours very truly,



MIDLANDS CLAIM ADMINISTRATORS, INC.,
P.O. Box 23198
Oklahoma City, OK 73123
405-840-0950
ipspearman@midman.com

JPS/mb

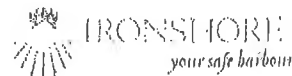
cc: Attn: Rachael Rutherford
Zurich
PO Box 66965
Chicago, IL 60666-0965

EXHIBIT 21

(Part 1)

Ironshore policy no. 0110N0905001 for policy period of April 6, 2009, to April 6, 2010
(ISIC 1504-1563)

Part 1 (ISIC 1504-1537)



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: 0110N0905001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE PART, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

1. Named Insured & Mailing Address:

Debard Plumbing, Inc
450 S. 18th St.
Sparks, NV 89431

2. Policy Period:

Inception April 06, 2009 to
Expiration April 06, 2010 at 12:01 a.m. standard time at your address shown above.

3. Form of Business: Contractor

4. Limits of Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products – Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Damage

5. Deductible: \$5,000 BI & PD & PI/AI, Per Claim, Including LAE

6. Coverage Part Premium Calculation:

Coverage Part Premium:
Inspection Fee:
Terrorism Premium:
Coverage Part Total:

REDACTED

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

Policy Number: 0110N09050010110N0905001

8. Endorsements Attached To This Policy: See Schedule of Forms and Endorsements.

1. IB.EX.003 Common Policy Conditions
2. IB.EX.006 Amended Insured Contract Definition
3. IB.EX.007 Amendment of Premium
4. IB.EX.009 Basis of Premium
5. IB.EX.010 Claims Notification
6. IB.EX.012 Deductible Liability Insurance
7. IB.EX.013 Asbestos Exclusion
8. IB.EX.014B Continuous or Progressive Injury Exclusion (Broad Form)
9. IB.EX.015 Contractors Professional Liability
10. IB.EX.018 Employment-Related Practices
11. IB.EX.019 Exterior Insulation and Finish Systems
12. IB.EX.022 Influenza or Epidemic Exclusion
13. IB.EX.023 Lead Contamination
14. IB.EX.025 Medical Payments Exclusion
15. IB.EX.026 Mold, Fungus or Bacteria
16. IB.EX.027 Nuclear Energy Liability Exclusion Endorsement
17. IB.EX.028 Silica or Silica Related Dust Exclusion
18. IB.EX.030 Terrorism Exemption
19. IB.EX.031 Total Pollution Exclusion Endorsement
20. IB.EX.032 Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 Operations Covered By A Consolidated (Wrap-Up) Insurance Program
22. IB.EX.034 Independent Contractors Limitation of Coverage
23. IB.EX.037 Service of Suit
24. IB.EX.008 Automatic Status – Owners, Lessees or Contractors – Automatic Status
25. IB.EX.041 Waiver of Transfer of Rights of Recovery Against Others To Us
26. IB.EX.011 Designated Construction Projects
27. IB.EX.060M Additional Insured Completed Operations (Manifestations)

9. Producer & Mailing Address

Crump Insurance Services, Inc. (MGA)
5613 DTC Parkway, Ste 425
Greenwood Village, CO 80111

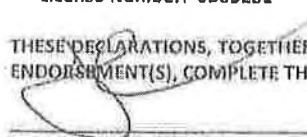
License Number: 18429

10. Surplus Lines Broker & Mailing Address:

CROUSE AND ASSOC INS SERVICES OF NORTHERN CALIFORNIA INC (San Francisco, CA)
100 PINE STREET
SUITE 2500
SAN FRANCISCO, CA 94111

License Number: 0805281

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY
ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.


Authorized Representative


April 9, 2009
Date

Policy Number: 0110N09050010110N0905001

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM
SCHEDULE

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Plumbing (Residential)	98483	REDACTED				
	Plumbing (Commercial)	98482					

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



 Authorized Representative

April 9, 2009
 Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 0110N0905001

Various provisions in this policy 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 shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this Insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This Insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" 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. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (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:
 - (i) Any Insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
 - (ii) "Bodily Injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily Injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) 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 if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Insured. Use Includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "Insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily Injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily Injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of Insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a slidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" Included In the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the Indemnatee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that Indemnatee against such "suit" and agree that we can assign the same counsel to defend the Insured and the Indemnatee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the Indemnatee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that Indemnatee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- Owned, occupied or used by,
 - Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - Any person or organization having proper temporary custody of your property if you die, but only:
 - With respect to liability arising out of the maintenance or use of that property; and
 - Until your legal representative has been appointed.
 - Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- SECTION III – LIMITS OF INSURANCE**
- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - Insureds;
 - Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".
 - The General Aggregate Limit is the most we will pay for the sum of:
 - Medical expenses under Coverage C;
 - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - Damages under Coverage B.
 - The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 - Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 - Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - Damages under Coverage A; and
 - Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 - Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 - Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- The Limits of Insurance of this Coverage Part 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 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 last preceding period for purposes of determining the Limits of Insurance.
- SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**
- Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
 - Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any Insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved Insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This Insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other Insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional Insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the Insured against any "suit" if any other Insurer has a duty to defend the Insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this Insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other Insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other Insurance.

We will share the remaining loss, if any, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 If such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means: →
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Sult" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Sult" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- Means:
 - Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- You;
- Others trading under your name; or
- A person or organization whose business or assets you have acquired; and

- Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- The providing of or failure to provide warnings or instructions.

- Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- The providing of or failure to provide warnings or instructions.

Ironshore Specialty Insurance Company by:



Secretary



President



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877)IRON411

Endorsement # 1

Policy Number: 0110N0905001

Effective Date Of Endorsements: April 06, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Parts Included in this policy are subject to the following conditions.

- A) Cancellation
- 1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - 2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b) 30 days before the effective date of cancellation if we cancel for any other reason.
 - 3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 6) If notice is mailed, proof of mailing will be sufficient proof of notice.
- B) Changes
- C) This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
- D) Examination Of Your Books And Records
- E) We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years after-ward.
- F) Inspections And Surveys
- 1) We have the right to:
 - a) Make inspections and surveys at any time;
 - b) Give you reports on the conditions we find; and
 - c) Recommend changes.
 - 2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a) Are safe or healthful; or
 - b) Comply with laws, regulations, codes or standards.
 - 3) Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 - 4) Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to

certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

- G) Premiums
- H) The first Named Insured shown in the Declarations:
 - 1) is responsible for the payment of all premiums; and
 - 2) Will be the payee for any return premiums we pay.
- I) Transfer Of Your Rights And Duties Under This Policy

- J) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.
- K) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 9, 2009
Date