

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

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APPELLANTS' APPENDIX
Volume XIII

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Assurance Co. of America v. Ironshore Spec. Ins. Co.
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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



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Endorsement # 22

Policy Number: 012A80905001 Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, demand or "suit" arising out of operations performed for you by independent contractors unless:

- (1) Such Independent contractors have in force, at the time of the subject "occurrence," commercial general liability insurance listing you as an additional insured; and
- (2) The limits of liability of such insurance are equal to or greater than those shown in the schedule below; and
- (3) The insurance described in (1) and (2) above is primary and non-contributory with respect to such "occurrence."

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL INJURY LIMIT AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 12, 2009
Date



IRONSHORE
your safe harbour

IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Endorsement # 23

Policy Number: 012A80905001 Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,

SERVICE OF SUIT

All Coverage Parts included in this policy are subject to the following conditions.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon:

CT Corporation System
1-800-624-0909

or his nominee, and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such Court of any Appellate Court in the event of an appeal.

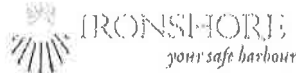
The above named individual is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured to give written undertaking of the Named Insured that it or they will enter a general appearance upon the Company's behalf in the event of a suit shall be instituted.

Further, pursuant to any statute of any State, Territory, or District of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 12, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Endorsement # 24

Policy Number: 012A80905001 Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

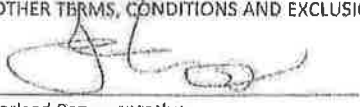
Name of Person or Organization: "As required by written contract"

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

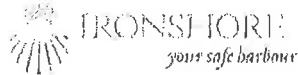
The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 12, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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Endorsement # 25

Policy Number: 012A80905001 Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

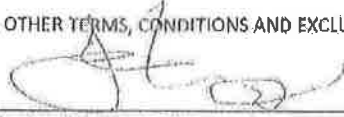
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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.
- 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:
 - 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; or
- c. "Property Damage" which manifests after expiration of the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

March 12, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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Endorsement # 26

Policy Number: 012A80905001 **Effective Date of Endorsements:** March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS WITHIN THE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that the SUPPLEMENTARY PAYMENTS - COVERAGES A AND B section of this policy is deleted in its entirety and replaced by the following:

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 \$250.00 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 \$250.00 per 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 reduce the limit 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 indemnitee;
 - e. The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; 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 indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provide us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitees in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, 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 payment will not be deemed to be damages for "bodily injury" and "property damage" but will reduce the limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses and Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlement or Supplementary Payments; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 12, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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Endorsement # 27

Policy Number: 012A809D5001 Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations:
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We shall name person(s) or organization(s) as additional Insureds to this insurance as required under a written contract with the Named Insured entered into before the claim or loss.

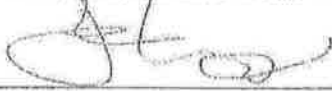
No coverage, indemnity and/or defense shall be provided under this endorsement for any person(s) or organization(s) claiming to be additional Insured(s) for claims or losses which do not arise from the Named Insured's work under a written contract. The Named Insured's mere presence at a worksite shall not be deemed sufficient to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional Insured under this endorsement.

There shall be no coverage, indemnity, defense, and/or duty to defend any person(s) or organization(s) claiming to be an additional Insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

March 12, 2009

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Endorsement # 28

Policy Number: 012A80905001

Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As required by written contract. We will not pay more than \$5,000,000 for A.I., for all Projects involved, regardless the number of the Projects.

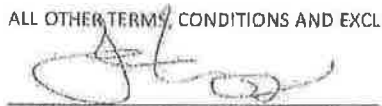
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for

any other designated construction project shown in the Schedule above.

4. The Limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, Instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 12, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Policy Number: 012A80905001

Effective Date of Endorsements: March 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,

POLICY CHANGES

Named Insured: Nevada Concrete Services, Inc. Stewart & Sundell Concrete, Inc. Stewart & Sundell, LLC Offsite Development ASI a Division of Stewart & Sundell Concrete, Doing Business As
Coverage Parts Affected: Commercial General Liability
Changes: It is understood and agreed that the following are added as Named Insureds on the above captioned policy. Nevada Concrete Services, Inc. Stewart & Sundell Concrete, Inc. Stewart & Sundell, LLC Offsite Development ASI a Division of Stewart & Sundell Concrete, Doing Business As

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

May 7, 2009
Date

EXHIBIT 48

(Part 1)

Ironshore policy no. 00167401 for policy period of March 1, 2010, to March 1, 2011 (ISIC 2479-2540)

Part 1 (ISIC 2479-2510)



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (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: 000167401

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:

Nevada Concrete Services, Inc.
1760 West Brooks Avenue
North Las Vegas, NV 89032

2. Policy Period:

Inception March 01, 2010 to
Expiration March 01, 2011 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: \$10,000
\$25,000

BI & PD & PI/AI, Per Occurrence, for Commercial Work, Including LAE
BI & PD & PI/AI, Per Occurrence, for All Others, Including LAE

6. Coverage Part Premium Calculation:

Coverage Part Premium:

Inspection Fee:

Terrorism Premium:

Coverage Part Total:

REDACTED

PREMIUM IS 90% MINIMUM AND DEPOSIT

7. Audit Period: Annual

8. Endorsements Attached To This Policy: See Schedule of Forms and Endorsements.

IB.EX.002 (12/07 Ed.)

Page 1 of 3

ISIC 2479

AA003014

Policy Number: 000167401

1. IB.EX.003 (1009) Common Policy Conditions
2. IB.EX.006 (1009) Amended Insured Contract Definition
3. IB.EX.007A (1009) Amendment of Premium
4. IB.EX.009 (1009) Basis of Premium
5. IB.EX.010 (1009) Claims Notification
6. IB.EX.011 (1009) Designated Construction Projects
7. IB.EX.012 (1009) Deductible Liability Insurance
8. IB.EX.013 (1009) Asbestos Exclusion
9. IB.EX.014B (1009) Continuous or Progressive Injury Exclusion (Broad Form)
10. IB.EX.015 (1009) Contractors Professional Liability
11. IB.EX.018 (1009) Employment-Related Practices Exclusion
12. IB.EX.019 (1009) Exterior Insulation and Finish Systems
13. IB.EX.022 (1009) Influenza or Epidemic Exclusion
14. IB.EX.023 (0909) Lead Contamination
15. IB.EX.025 (1009) Medical Payments Exclusion
16. IB.EX.026 (1009) Mold, Fungi or Bacteria
17. IB.EX.027 (1009) Nuclear Energy Liability Exclusion Endorsement
18. IB.EX.028 (1009) Silica or Silica Related Dust Exclusion
19. IB.EX.030 (1009) Terrorism Exclusion
20. IB.EX.031 (1009) Total Pollution Exclusion Endorsement
21. IB.EX.032 (1009) Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
22. IB.EX.033 (1009) Operations Covered By A Consolidated (Wrap-Up) Insurance Program
23. IB.EX.034 (1009) Independent Contractors Limitation of Coverage
24. IB.EX.037 (1009) Service of Suit
25. IB.EX.038 (1009) Supplementary Payments Within the Limits of Insurance
26. IB.EX.041 (1009) Waiver of Transfer of Rights of Recovery Against Others To Us
27. IB.EX.070 (1009) AI - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement (Premises - Primary & Noncontributory)
28. IB.EX.071 (1009) AI - Owners, Lessees or Contractors - Completed Operations (Primary)
29. MANU.EX.001 Additional Insured Insured - Mortgagee
30. MANU.EX.002 Schedule of Named Insureds

9. Producer & Mailing Address

Karen Hammer
CRC - Sterling West Insurance Services, Inc.
550 North Brand Blvd., Suite 1990
Glendale, CA 91203

License Number: 0778135

10. Surplus Lines Broker & Mailing Address:

Leavitt Insurance Agency
7881 West Charleston Boulevard, #14C
Las Vegas, NV 89117

License Number: 29899

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



Authorized Representative

April 5, 2010

Date

IB.EX.002 (12/07Ed)

Page 2 of 3

ISIC 2480

AA003015

Policy Number: 000167401

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
	Driveways, Parking Areas, Sidewalks	92215	REDACTED				

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 000167401

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 sidetrack 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 indemnitee;
- e. The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; 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 indemnitee; 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 indemnitee, 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:
 - (a) Owned, occupied or used by,
 - (b) 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).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. 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:
- a. 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;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. 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

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. 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".

4. 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.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. 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.

7. 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

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. 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.
 - 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.

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. "Suit" 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. "Suit" Includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. 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":
- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. 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:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

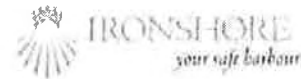
Ironshore Specialty Insurance Company by:



Secretary



President



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 1

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

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 afterward.
- 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 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 2

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the Definitions Section is replaced by the following:

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 3

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PREMIUM ENDORSEMENT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 5. of SECTION IV – CONDITIONS is replaced by the following:

- 5 Premium Audit
- a) We will compute all premiums for this Policy in accordance with our rules and rates.
 - b) Premium shown in this Policy is the advance premium for the policy term. If the final audit develops a premium less than the advance premium, a minimum premium of _____ will be retained by us. If the final audit develops a premium greater than the advance premium, additional premium shall be due and payable to us on notice 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.
 - d) In the event you cancel this Policy, a minimum premium of _____ or the applicable pro-rata/short rate earned premium, whichever is greater, will be retained by us.
- 6 Your failure to pay premium when due shall be considered a request by the first Named Insured or their appointed authority for us to cancel. In the event of such cancellation for non-payment of premium the minimum premium shall be due and payable.
- 7 We have the right, but are not obligated, to rescind our cancellation notice if the premium is received prior to the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date

REDACTED



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 4

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BASIS OF PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following definitions of basis of premium used for computing premiums for this coverage:

Gross Sales or Receipts is defined as the gross amount charged by the named insured, concessionaires of the named insured, or by others trading under the insured's name for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Rentals; and
- d. Dues or fees.

Only the following items shall be deducted from Gross Sales or Receipts:

- 1. Sales or excise taxes which are collected and remitted directly to a governmental division;
- 2. Credits for repossessed merchandise and products returned.

Payroll or Remuneration is defined as the sum of salaries, wages, tips, piece of work, commission, bonuses, board and meals for work performed and excluding excess in accordance with the state payroll limitation rules.

Overtime is defined as hours worked at increased rates of pay in excess of hours normally worked in a given day or week. If there is a guaranteed wage plan which assures employees a given wage for working a specific number of hours per week, then the overtime means only the hours worked in excess of that specific amount. If there are records available showing the wages paid for overtime separately, which exceed the amount that would have been paid for the same work during normal hours, then all such excess wages are excluded. If these records show only the total of wages paid, including overtime on a time and one-half basis, then one-third of those wages should be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, one-half of the total pay for double time shall be excluded.

Excluded from payroll is remuneration paid to clerical office employees, including those whose duties are strictly limited to keeping the insured's books or records, conducting correspondence, or engaged in clerical work in these areas. Anyone who does not work in the area separated physically by walled floors, or partitions from all other work areas of the insured is

not considered. An exception to this is if the payroll or clerical office employees are specifically included in the classification wording or footnote of the ISO general liability classification.

Total Cost or Cost is defined as the total cost of all work, let or sublet in connections with each specific project including:

- a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; and
- b. All fees, bonuses or commissions made, paid or due.

Units is defined as the number of persons or items described.

Rental Receipts is defined as the gross amount charged by the named insured, concessionaires of the named insured, or by others trading under the insured's name for rental of equipment.

Admissions is defined as the total number of persons, other than employees of the named insured, admitted to an event or events conducted on the premises, whether on paid admission, tickets, complimentary tickets, or passes.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 5

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS NOTIFICATION


This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Send all claim notifications and information to:

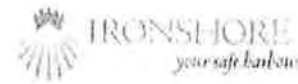
MIDLANDS CLAIM
PO Box 23198
Oklahoma City, OK 73123
Phone: 1-800-498-9758
Fax: 405-840-0584
Website: www.midlandsclaim.com

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 6

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As required by written contract. We will not pay more than \$5,000,000 for A.I., for all Projects involved, regardless the number of the Projects.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by

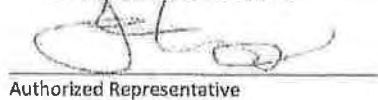
"occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily

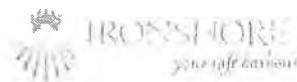
injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

One State Street Plaza
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New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 7

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$N/A	per claim
	\$N/A	per occurrence
Property Damage Liability	\$N/A	per claim
	\$N/A	per occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$ N/A	per claim
	\$ \$10,000 for Commercial Work.	per occurrence
	\$25,000 for All Others.	
Personal Injury Liability	\$ 10,000	per injury
Advertising Injury Liability	\$ 10,000	per injury

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "personal injury", "advertising injury", or "property damage", however caused):

1. Our obligation under the Bodily Injury Liability, Personal Injury Liability, Advertising Injury Liability, and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such

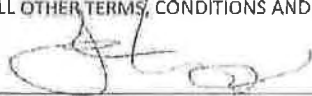
coverages, and the limits of insurance applicable to such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverage shall not be reduced by the application of such deductible amount.

2. The deductible amounts stated in the Schedule apply as follows:
- a. PER CLAIM BASIS - if the deductible is on a "per claim" basis, the deductible amount applies:
 - (1) Under Bodily Injury Liability or Property Damage Liability Coverage respectively:
 - a. to all damages because of "bodily injury" sustained by one person, or
 - b. to all damages because of "property damage" sustained by one person or organization, as a result of any one "occurrence."
 - (2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence."
 - b. PER OCCURRENCE BASIS - if the deductible is on a "per occurrence" basis the deductible amount applies:
 - (1) Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:
 - a. to all damages because of "bodily injury" as the result of any one "occurrence," or
 - b. to all damages because of "property damage" as the result of any one "occurrence,"

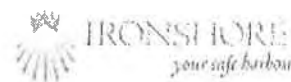
regardless of the number of persons or organizations who sustain damages because of that "occurrence".

 - (2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence."
 - c. PER INJURY BASIS - If the deductible is on a "per injury" basis the deductible amount applies:
 - (1) Under the Personal Injury Liability Coverage to all damages because of "personal injury" sustained by one person or organization as a result of any one injury.
 - (2) Under the Advertising Injury Liability Coverage to all damages because of "advertising injury" sustained by one person or organization as a result of any one injury.
3. The deductible amount stated shall also apply towards the investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to any claimant, compromise settlement is reached, or the claim is denied.
4. The terms of this insurance, including those with respect to:
- (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence," claim, or suit
- apply irrespective of the application of the deductible amount.
5. We may pay any part or all of the deductible amount towards investigation, adjustment and legal expense, or to effect settlement of any claim or suit and, upon notification of such payment, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
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New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 8

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is Issued subsequent to Inception of the policy.)

Named Insured Nevada Concrete Services, Inc.	
Endorsement Effective March 01, 2010	Policy Number 000167401

This insurance does not apply to:

- A) "Bodily injury", "property damage" or "personal and advertising injury", in whole or in part, either directly or indirectly arising out of, based upon or attributable to any of the following:
1. Asbestos or any asbestos related injury or damage; or
 2. any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance; or
 3. the use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance of asbestos in any environment, building or structure; and

- B) The investigation, settlement or defense of any claim, "suit" or proceeding against the Insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 9

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date

EXHIBIT 48

(Part 2)

Ironshore policy no. 00167401 for policy period of March 1, 2010,
to March 1, 2011 (ISIC 2479-2540)
Part 2 (ISIC 2511-2540)



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
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Toll Free: (877) IRON411

Endorsement # 10

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, re-ports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
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Toll Free: (877) IRON411

Endorsement # 11

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily Injury
And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment;
or
 - (c) Employment-related practices, policies, acts
or omissions, such as coercion, demotion,
evaluation, reassignment, discipline,
defamation, harassment, humiliation or
discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of
that person as a consequence of "bodily injury"
to that person at whom any of the employment-
related practices described in Paragraphs (a),
(b), or (c) above is directed.

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.

**B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal And
Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment;
or
 - (c) Employment-related practices, policies, acts
or omissions, such as coercion, demotion,
evaluation, reassignment, discipline,
defamation, harassment, humiliation or
discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of
that person as a consequence of "personal and
advertising injury" to that person at whom any
of the employment-related practices described
in Paragraphs (a), (b), or (c) above is directed.

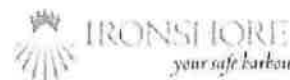
This exclusion applies:

- (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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 12

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B. The following definition is added to the Definitions Section:
- C. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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Endorsement # 13

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFLUENZA OR EPIDEMIC EXCLUSION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Nevada Concrete Services, Inc.	
Endorsement Effective March 01, 2010	Policy Number 000167401

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly:

A The:


1. infection or feared or suspected infection with;
2. diagnosis of or treatment for, or failure to diagnose or treat;
3. quarantine for or attempted containment of, or failure to quarantine or contain;
4. presence or detection of, or failure to detect;
5. prevention of or vaccination against, or failure to prevent or vaccinate;
6. restrictions on travel due to, or failure to restrict travel due to; or
7. declaration of an epidemic or pandemic due to, or failure to declare an epidemic or pandemic due to;

any type of Influenza virus, including but not limited to types A, B or C virus, any subtype or strain of the Influenza A, B or C virus (including but not limited to the H5 and H7 subtypes), any similar or related Influenza or virus, or any derivation from, reassortment, or mutation (occurring either naturally or through human intervention) of the Influenza A, B or C virus, including but not limited to a human influenza virus.

- B** Any epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U.S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, or any national, state or local public health organization (or organization acting in a similar capacity).

Exclusion of the epidemic or pandemic infectious disease shall begin as of the date of such announcement or notification and shall continue until the termination date of such epidemic or pandemic; provided, however, that this exclusion shall continue to apply to any individual case of epidemic or pandemic infectious disease contracted during the exclusionary period that continues beyond the termination date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
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Endorsement # 14

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Nevada Concrete Services, Inc.	
Endorsement Effective March 01, 2010	Policy Number 000167401

This insurance does not apply to:

- A "Bodily injury", "property damage" or "personal and advertising injury" in whole or in part, either directly or indirectly, arising out of, based upon or attributable to any of the following:
1. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, ownership, presence, ingestion, inhalation, absorption, sale or disposal of lead, lead dust, lead fibers or material containing lead;
 2. Exposure to lead, lead dust, lead fibers or material containing lead; or
 3. Any error or omission in supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers or material containing lead.

- B The investigation, settlement or defense of any claim, "suit" or proceeding against the insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for lead "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 15

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY;

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

Any and All Locations.

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

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
2. The following is added to Section I – Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 16

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding anything to the contrary contained in the policy or any endorsement attached thereto, this insurance does not apply to and shall not respond to any claim, demand or "suit" alleging:

- 1 "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" arising out of, in whole or in part, the actual, alleged or threatened discharge, inhalation, ingestion, dispersal, seepage, migration, release, escape or existence of any mold, mildew, bacteria or fungus, or any materials containing them, at any time.
- 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 any mold, mildew, bacteria or fungus, or any materials containing them; or
 - b. Claim, demand or "suit" by or on behalf of a governmental authority or any other person or organization 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 any mold, mildew, bacteria or fungus, or any materials containing them.
- 3 An obligation to contribute to, share damages with, repay or indemnify someone else who must pay damages, loss, cost or expense because of "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" as set forth in 1., 2.a., or 2.b. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 17

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 18

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
 - b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:


2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 19

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We will not pay for loss or damage caused directly or indirectly by "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Where used in this endorsement, "Terrorism" means activities directed against any person, organization or property which activities involve any of the following, or any preparation for, or acts in furtherance of, any of the following (referred to in this endorsement as "Activities"):

- A. The use or threat of force or violence; or
- B. The commission or threat of any dangerous act; or
- C. The commission or threat of any act that interferes with or disrupts any electronic, communication, information, or mechanical system;

and one or both of the following is applicable to A., B., or C. above:

- 1. The effect or intended effect of the activities described in A., B., or C. above is to intimidate or coerce any government or governmental agency, or the civilian population or any segment thereof, or to disrupt any segment of the economy.
- 2. The effect or intended effect of the activities described in A., B., or C. above is to further any political, ideological, religious, social or economic objectives or to express (or express opposition to) any philosophy or ideology.

"Terrorism" specifically includes, but is not limited to any Activities that:

- A. Involve the use, release or escape of any nuclear materials, or that directly or indirectly result in nuclear reaction or radiation or radioactive contamination of any kind; or
- B. Are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- C. Involve the intentional or deliberate release of any pathogenic or poisonous, biological, or chemical materials.

"Terrorism" also specifically includes any "Certified Act of Terrorism." The term "Certified Act of Terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the United

States Secretary of State, and the Attorney General of the United States, in accordance with the United States Terrorism Risk Insurance Act of 2002 (the "Act"):

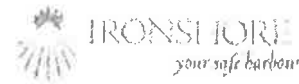
- A. to be an act of terrorism;
- B. to be a violent act or an act that is dangerous to:
 - 1. human life; property; or
 - 2. infrastructure;
- C. to have resulted in damage within the United States, or outside of the United States in the case of:
 - 1. an air carrier or vessel described in paragraph (5)(B) of the Act;
 - 2. or the premises of a United States mission; and
- D. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 20

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This Insurance does not apply to:

f. Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- 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, re-moving, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 21

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX,
PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR
INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily Injury
And Property Damage Liability:
2. Exclusions
- This Insurance does not apply to:
DISTRIBUTION OF MATERIAL IN VIOLATION OF
STATUTES
"Bodily injury" or "property damage" arising
directly or indirectly out of any action or
omission that violates or is alleged to violate:
- a) The Telephone Consumer Protection Act
(TCPA), including any amendment of or
addition to such law; or
 - b) The CAN-SPAM Act of 2003, including any
amendment of or addition to such law; or
 - c) Any statute, ordinance or regulation, other
than the TCPA or CAN-SPAM Act of 2003,
that prohibits or limits the sending,
transmitting, communicating or distribution
of material or information.

- B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal And
Advertising Injury Liability:
2. Exclusions
- This Insurance does not apply to:
DISTRIBUTION OF MATERIAL IN VIOLATION OF
STATUTES
"Personal and advertising injury" arising directly
or indirectly out of any action or omission that
violates or is alleged to violate:
- a) The Telephone Consumer Protection Act
(TCPA), including any amendment of or
addition to such law; or
 - b) The CAN-SPAM Act of 2003, including any
amendment of or addition to such law; or
 - c) Any statute, ordinance or regulation, other
than the TCPA or CAN-SPAM Act of 2003,
that prohibits or limits the sending,
transmitting, communicating or distribution
of material or information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 22

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

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:

- 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.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 23

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:


COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, demand or "suit" arising out of operations performed for you by independent contractors unless:

- (1) Such independent contractors have in force, at the time of the subject "occurrence," commercial general liability insurance listing you as an additional insured; and
- (2) The limits of liability of such insurance are equal to or greater than those shown in the schedule below; and
- (3) The insurance described in (1) and (2) above is primary and non-contributory with respect to such "occurrence."

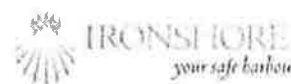
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL INJURY LIMIT AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 24

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

All Coverage Parts included in this policy are subject to the following conditions.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon:

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1-800-624-0909

or his nominee, and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such Court of any Appellate Court in the event of an appeal.

The above named individual is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured to give written undertaking of the Named Insured that it or they will enter a general appearance upon the Company's behalf in the event of a suit shall be instituted.

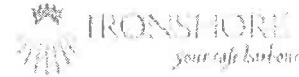
Further, pursuant to any statute of any State, Territory, or District of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 25

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS WITHIN THE LIMITS OF INSURANCE

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that the SUPPLEMENTARY PAYMENTS - COVERAGES A AND B section of this policy is deleted in its entirety and replaced by the following:

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 \$250.00 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 \$250.00 per 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 reduce the limit 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 indemnitee;

e. The Indemnitor and the Insured ask us to conduct and control the defense of that Indemnitor against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitor; and

f. The Indemnitor:

(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 Indemnitor; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the Indemnitor; and

(2) Provide us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitors in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that Indemnitor, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the Indemnitor 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 payment will not be deemed to be damages for "bodily injury" and "property damage" but will reduce the limits of insurance.

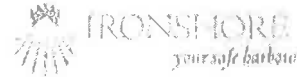
Our obligation to defend an insured's indemnitor and to pay for attorneys' fees and necessary litigation expenses and Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlement or Supplementary Payments; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 26

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE


Name of Person or Organization: "As required by written contract"

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

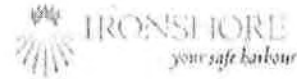
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 27

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – PREMISES
– AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT
WITH YOU (PRIMARY & NONCONTRIBUTORY)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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.

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:

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; or

c. "Property Damage" which manifests after expiration of the Policy.

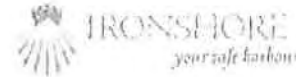
If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional Insured(s) shall be excess of the Insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 28

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS (PRIMARY)**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations:
<p>We shall name person(s) or organization(s) as additional Insureds to this Insurance as required under a written contract with the Named Insured entered into before the claim or loss.</p> <p>No coverage, indemnity and/or defense shall be provided under this endorsement for any person(s) or organization(s) claiming to be additional Insured(s) for claims or losses which do not arise from the Named Insured's work under a written contract. The Named Insured's mere presence at a worksite shall not be deemed sufficient to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional Insured under this endorsement.</p> <p>There shall be no coverage, indemnity, defense, and/or duty to defend any person(s) or organization(s) claiming to be an additional Insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional Insured and including in the “products-completed operations hazard.”

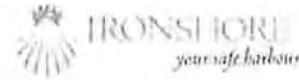
If required by written contract or agreement, such Insurance as is afforded by this policy shall be primary Insurance, and any Insurance or self-Insurance maintained by the above additional Insured(s) shall be excess of the Insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 29

Policy Number: 000167401

Effective Date Of Endorsement: March 1, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Bank of Nevada
8505 West Centennial Parkway
Las Vegas, NV 89149

Designation of Premises: 4646 Copper Sage
Las Vegas, NV 89115
Description: Vacant Land

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

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 30

Policy Number: 000167401

Effective Date Of Endorsement: March 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF NAMED INSUREDS

Nevada Concrete Services, Inc.
Stewart & Sundell Concrete, Inc.
Stewart & Sundell, LLC
Offsite Development
ASI, A Division of Steart & Sundell Concrete

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 5, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Policy Number: 000167401

Effective Date of Endorsement: June 29, 2010

Insured Name: Nevada Concrete Services, Inc. DBA: Offsite Concrete Development

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Named Insured: Nevada Concrete Services, Inc. DBA: Offsite Concrete Development
Coverage Parts Affected: Commercial General Liability
Changes: In consideration of the premium charged it is understood and agreed that the Named Insured is hereby amended to read as follows, effective June 29, 2010: Nevada Concrete Services, Inc. DBA: Offsite Concrete Development

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

July 9, 2010
Date

EXHIBIT 49

Excerpt from Claim Notes recording receipt of November 24, 2008 letter from counsel for Terravita Home Construction Company to Stewart & Sundell and attached Chapter 40 Notices of Anthem Country Club Community Association, Inc. and August 1, 2008 construction defect list (Z209851-967)

File Number	107250
Insured	NEVADA CONCRETE SERVICES INC
Claimant	ANTHEM COUNTRY CLUB COMMUNITY ASSN
Date of Loss	3/1/2009
Adjustor	FRANCES NOLAN, MARY
Accident Description	CONSTRUCTION DEFECT/PROPERTY DAMAGE

Notes:

10/27/2009 – CLERICAL – Service Regular 1 0.0

FILE CREATION

10/27/2009 – SUP-JWCARISLE – Service Regular 1 0.0

MEMO TO FILE

IRONSHORE Activity Sheet Date reported: 10/26/09 Adjuster: JUDY RIDDELL Co, Claim#: File#: D.O.L.: 03/01/09 Insured: NEVADA CONCRETE SERVICES INC Claimant(s): ANTHEM COUNTRY CLUB COMMUNITY ASSN; TERRAVITA CONSTRUCTION CO INC; Address: 1760 WEST BROOKS AVENUE LAS VEGAS NV 89032 Policy #: 012A80905001 Effective Date: 03/01/09 Expiration Date: 03/01/10 Deductible: 10,000 Claimant Address: HENDERSON NV Client Agent: CRC STERLING WEST INSURAN Class Code: Address of Loss: HENDERSON NV Description of Loss: CONSTRUCTION DEFECT COVERAGE DOUBTFUL NEEDS COLLECTION AND VERIFICATION OF NOC AND DECLINE COVERAGE WITH IRONSHORE APPROVAL 39 CHAPTER 40 NOTICES; ONE SUIT; TENDER FROM MUTUAL CARRIER GL BI PD MED Commercial Residential 1ST Party 3RD Party N/A TEXAS CLAIM TEXAS TAX: NO LABEL BILLING FILE FOLDER – T&E Texas Tax – SET BILLING DIARY same / Insured State, Claimant State, Loss State = TX Project Name &/or Project Number? ANTHEM COUNTRY CLUB Action Over? : Yes No Additional Insured Issues? Yes No Do Reservation of Rights letter to Insured via fax and overnight mail Fax & Overnight Summons & Complaint to Attorney Contact Insured, Secure: R/S of K.P. CC of Contracts, Certificate of Insurance, etc. Contact Claimant or Claimant Attorney, Secure: R/S of Claimant M/A Wage Records Medical Reports & Billings Contact Witnesses or other parties, Secure: R/S Other Retain Independent Adjuster to: Photo and/or measure /diagram accident scene Secure R/S of Other Report to IRONSHORE in 7 days Prepare reserve revision form MCA ONLY Complete aggregate form NO UNLESS WE PAY INDEMNITY Submit copy of file to Attorney Do suit log to Claudette Haggard and Amy Stone on opening and closing of file. Minor Involved? No Yes Date of Birth DND Until? Other Suit Filed: Yes No Tender: Yes No Answer: Yes No TENDER FROM MUTUAL CARRIER

11/11/2009 – JERIDDELL – Service Regular 1 0.0

ACK NEW ASSIGNMENT/ REVIEW FILE DOCUMENTS

REC CLAIM VIA TENDER LETTER FROM CO CARRIER ZURICH. THIS IS A CONSTRUCTION DEFECT CASE AND IS

ISIC 2601

AA003078

IN CHAPTER 40 STATUS. REVIEWED THE CHAPTER 40 NOTICE OF CLAIM LETTER DATED NOC 24, 2008 FROM THE LAW FIRM OF KOELLER NEBEKER COUNSEL FOR TERRABITA HOME CONSTRUCTION COMPANY. THERE IS ALSO AN ENGINEERS REPORT FROM BURKETT & WONG REGARDING THE DEFECTS DISCOVERED DURING A SITE INSPECTION. THAT LETTER IS DATED AUGUST 1, 2008. THE CHAPTER 40 NOTICE WAS FILED IN CLARK COUNTY DISTRICT COURT-LAS VEGAS ON OCT 21, 2008. THE TENDER LETTER FROM ZURICH ADVISED THAT THE PROJECT WAS COMPLETED FROM 1999 TO 2006. ALL PRIOR TO THE INCEPTION OF THE IRONSHORE POLICY THEREFORE NOT COVERED.

11/11/2009 – JERIDDELL – Service Regular 1 0.0

EMAIL TO ELIZABETH AT ZURICH ADVISING WE WILL DECLINE COVERAGE UNDER IRONSHORE.

From: Judy E. Riddell Sent: Thursday, November 12, 2009 1:20 PM To: 'elizabeth.delrosario@zurichna.com'
Subject: ANTHERM COUNTRY CLUB COMM ASSOC. INSURED NEVEDA CONCRETE YOUR FILE 926-0066724
OUR FILE 107250 Elizabeth, Midlands Claims Administrators is the third party administrator for Ironshore Specialty Ins. Co. as to Nevada Concrete, we believe they may have been known under your policy as Stewart Sundell Concrete. We have nothing showing the name change from Stewart Sundell to Nevada Concrete. Nevada Concrete is our Insured. In any event we have reviewed the documentation that you provided us. Other than Stewart Sundell Concrete not being our named insured, we found the Chapter 40 notice was prior to the inception of the Ironshore policy, and the Insured work was also completed prior to the Ironshore policy. We will be forwarding a declination of tender to you shortly based on the policy requirement that an occurrence of property damage must take place during the Ironshore policy dates and the policy also contains a prior work exclusion. If you wish to discuss the matter please call me.

11/11/2009 – JERIDDELL – Service Regular 1 0.0

PREPARE RESERVE REVISION

REDACTED

11/11/2009 – JERIDDELL – Service Regular 1 0.0

PREPARE REPORT TO IRONSHORE

November 17, 2009 Attn: John reusch Ironshore Insurance services llc john.reusch@ironshore.com
mailto:john.reusch@ironshore.com Attn: Joe George Ironshore Insurance services llc
joe.george@ironshore.com mailto:joe.george@ironshore.com Re: Policy No. : 012A80905001 Policy Dates -

ISIC 2602

AA003079

EXHIBIT 50

November 17, 2009 letter from Midlands to Ironshore (ISIC 2648-2651)



HOME OFFICE

3503 N.W. 63RD STREET
SUITE 204
OKLAHOMA CITY, OK 73116
P.O. BOX 23196
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 #: 2D86815

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: 212.681.8300
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: 405.525.0099

November 17, 2009

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

ATTN: JOE GEORGE
IRONSHORE INSURANCE SERVICES LLC
JOE.GEORGE@IRONSHORE.COM

Re: Policy No.	:	012A80905001
Policy Dates	:	03/01/09 to 03/01/10
Insured	:	Nevada Concrete Services, Inc. dba Stewart & Sundell, Inc., et al
Claimant	:	Anthem Country Club Community Assn.
Date of Loss	:	Prior to March 1, 2009
Our File No.	:	107250-JR

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

ASSIGNMENT: This assignment was received October 27, 2009.

INSURED: The named insured is Nevada Concrete Services, Inc. aka Stewart & Sundell Concrete, Inc; Stewart & Sundell, LLC; Offsite Development; and ASI a Division of Stewart & Sundell Concrete. Their contact information is 1760 West Brooks Ave, Las Vegas, Nevada 89032. The contact person is Dave who can be reached at telephone number 702-647-3723. We were able to confirm an active contractor license number 0026259A in the name of Stewart & Sundell Concrete, Inc. and Offsite Development, Inc. The origin date was 7/13/2004 and expiration date is 7/31/2011. The principals are named as Kenneth Stewart, President and Kristan Sundell Vice-President. We were unable to locate Nevada Concrete Services under the Nevada Contractors Licensing website. We did however locate both entities on the Nevada Secretary of State website. They are both active entities at the location listed for our named insured Nevada Concrete Services, Inc. 1760 Brooks Ave., Las Vegas Nevada.

DESCRIPTION OF LOSS: This matter involves construction defects claims which are not yet litigated. The matter is in the Chapter 40.646 process

ISIC 2648

AA003081

To: Ironshore Insurance Services LLC
 Re: Nevada Concrete Services, Inc. dba Stewart & Sundell, Inc., et al.
 Date: November 17, 2009

107250

pursuant to the Nevada revised statute regarding construction defects matters. Our first notice of the loss was a tender of defense and indemnity letter dated October 12, 2009 from mutual carrier Zurich with a letter attached that was addressed to Kristan Sundell, vice-President of Stewart & Sundell, Inc. et al. The letter from Koeller Nebeker Carlson & Haluck, LLP was a notice of Chapter 40 Defects claims and was dated November 24, 2008. The Koeller Nebeker law firm represents Terravita Home Construction Company, the developers. We have very limited information but are advised that the construction was completed from 1999 to 2006.

Project: Anthem Country Club Community, Henderson, Nevada.

COVERAGE ANALYSIS: Ironshore Specialty Insurance Company issued policy number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy has an each occurrence limit of \$1 million, a \$2 million general aggregate limit, and a \$2 million Products Completed Operations aggregate. The policy is subject to Commercial General Liability Coverage Form IB.EX.001.

Coverage is at issue: Coverage is at issue as according to the completion dates from 1999 to 2006 the insured work at the project was completed prior to the Ironshore policy inception date. In addition, the Notice of Defects letter from developer counsel and the structural engineers report regarding construction defects both predate the inception of the Ironshore policy. The Ironshore Specialty policy contains the policy forms IB.EX.014B(12/07Ed) Continuous or Progressive Injury or Damage Exclusion which we believe excludes coverage for this matter. In addition, we believe that there is no potential for an occurrence of property damage as described and required under the policy of insurance because the date of event precedes the inception of this policy.

Deductible: The policy contains a \$10,000.00 BI, PD, Personal/Advertising Per Occurrence Deductible for commercial work to include LAE and a \$25,000.00 BI, PD, Personal/Advertising Per Occurrence Deductible for all other, including LAE.

Other Insurance Mutual Carriers: We are of the belief that the insurance history is as follows:

Zurich	EPA 18429622	3/1/93 to 3/1/95
	EPA 24788847	3/1/95 to 3/1/96
	EPA28258722	3/1/96 to 3/1/97
	EPA30907464	3/1/97 to 3/1/98
	EPA 32604960	3/1/98 to 3/1/99
	CON32604960	3/1/99 to 3/1/02

To: Ironshore Insurance Services LLC
Re: Nevada Concrete Services, Inc. dba Stewart & Sundell, Inc., et al.
Date: November 17, 2009

107250

American Safety	ESL001216-02-01 XGI 2/27/02 to 3/1/06	
AIG/Lexington	67609	3/1/06 to 3/1/07
	6761264	6/1/07 to 3/1/08
	3448711	3/1/08 to 3/1/09
Dallas National	NZGL078078	3/1/07 to 6/1/07
Ironshore	012A80905001	3/1/09 to 3/1/10

Additional Insured: We have not received a direct tender from the developer.

LIABILITY ANALYSIS: Our investigation is still in the early stages. We are not in receipt of any subcontract agreement or defect list and are unaware of the damages being claimed. Therefore, we are unable to make a liability determination at this time. At this time we believe this matter to be moot as we do believe that coverage will apply.

DAMAGE ANALYSIS:

Anthem Country Club Community Association, Henderson, Nevada: Our only information regarding this matter is that construction defects claims are being made in regard to this development. The matter is in Chapter 40 process as required by Nevada Statute. We are not in receipt of a defect list or cost of repair. We are unaware of the damages being claimed at this time. We believe this matter is moot as we do not believe that coverage will apply.

RESERVE ANALYSIS:

REDACTED

To: Ironshore Insurance Services LLC
Re: Nevada Concrete Services, Inc. dba Stewart & Sundell, Inc., et al.
Date: November 17, 2009

107250

CASE STRATEGY & DIRECTION: Our investigation into this matter is minimal. Based on the information at hand it appears that the project in question was completed from 1999 to 2006. The Chapter 40 Notice of Defects and the Engineers report regarding construction defects both predate the Ironshore policy inception date. Based on the forgoing information and the policy exclusion continuous or progressive damage as discussed in the coverage portion of this report, we recommend that coverage declination letters be forwarded to the named insured, developer counsel and to mutual carrier Zurich.

Once we forward the appropriate coverage declinations we will monitor our file for a reasonable amount of time pending any rebuttal. If we have no response we will then recommend closing our file.

DIARY: We will diary our file for 180 days and report at that time or sooner as activity warrants.

Yours very truly,
Midlands Claim Administrators, Inc.

Judy Riddell
Claims Examiner
jeriddell@midman.com

JR/mb

WILLIAM C. MORISON (No. 9872)
wcm@morisonprough.com
MORISON & PROUGH, LLP
2540 Camino Diablo, Suite 100
Walnut Creek, CA 94597-3973
Telephone: (925) 937-9990
Facsimile: (925) 937-3272

Attorneys for Defendant
IRONSHORE SPECIALTY
INSURANCE COMPANY

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ASSURANCE COMPANY OF AMERICA,
NORTHERN INSURANCE COMPANY OF
NEW YORK and AMERICAN
GUARANTEE AND LIABILITY
INSURANCE COMPANY,

Plaintiffs,

vs.

IRONSHORE SPECIALTY INSURANCE
COMPANY and DOES 1-20 inclusive,

Defendants.

Case No. 2:15-cv-00460-JAD-PAL

DEFENDANT IRONSHORE SPECIALTY
INSURANCE COMPANY'S APPENDIX OF
EXHIBITS IN SUPPORT OF ITS MOTION
FOR SUMMARY JUDGMENT

ORAL ARGUMENT REQUESTED

Pursuant to Local Rule 10-3, Defendant Ironshore Specialty Insurance Company
("Ironshore") hereby submits this Appendix of Exhibits in Support of its Motion for Summary
Judgment, described in the index below.

NO.	EXHIBIT
1.	Second Amended Complaint, filed September 28, 2015. (See Docket No. 25.)
2.	Plaintiffs' Supplemental Disclosures, dated October 14, 2015

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Insured: Cedco, Inc.

3. Ironshore policy no. 000194200 for policy period of April 1, 2010, to April 1, 2011 (ISIC 63-124)

- Part 1 (ISIC 63-96)
- Part 2 (ISIC 97-124)

4. Ironshore policy no. 000194200 for policy period of June 1, 2009, to April 1, 2010 (ISIC 1-62)

- Part 1 (ISIC 1 – 34)
- Part 2 (ISIC 35 – 62)

Anthem Claim:

5. Plaintiffs' Complaint for Damages filed on February 3, 2011, in Clark County District Court, Nevada, in the action captioned *Anthem Country Club Community Association, Inc. v. Terravita Home Construction Company*, Case No. A-11-634626-D ("*Anthem action*") (ISIC 183-206)

6. Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the *Anthem* action (ISIC 207-224)

7. August 18, 2011 letter from Zurich to Ironshore without attachments (attachments are Exhs. 5, 6 and 8) (ISIC 181-182)

8. August 1, 2008 Burkett & Wong preliminary defects list (ISIC 225-227)

9. Excerpts of various Subcontracts between Cedco and Terravita Home Construction

- Part 1 (ISIC 409-438, 446-481, 482-493)
- Part 2 (ISIC 494, 496-97, 515-521, 524-525, 536-537, 540-549, 552-553, 574-576)
- Part 3 (ISIC 584, 589-598, 603-605, 628-630, 661)

10. March 11, 2013 letter from Midlands to Ironshore (ISIC 260-262)

11. March 11, 2013 disclaimer letter from Midlands to Cedco (ISIC 234-245)

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Seven Hills Claim:

- | | |
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| 12. | Plaintiffs' Complaint filed on April 12, 2011, in Clark County District Court, Nevada, in the action captioned <i>Seven Hills Master Community Association v. Granite Silver Development Partners, LP</i> , Case No. A-11-639041-D (" <i>Seven Hills</i> action") (ISIC 4575-4591) |
| 13. | Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the <i>Seven Hills</i> action (ISIC 4624-4646) <ul style="list-style-type: none"> • Part 1 (ISIC 4624-4629) • Part 2 (ISIC 4630-4646) |
| 14. | 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 <ul style="list-style-type: none"> • Part 1 (ISIC 1100-1108, 1117-1135, 1139, 1143-1146, 1150) • Part 2 (ISIC 1151-1162, 1164-1171, 1173-1175, 1177. 1180-1185, 1189, 1191, 1194, 1201, 1203) • Part 3 (ISIC 1217-1220, 1232-1235, 1246-1248, 1261-1273) |
| 15. | December 22, 2009 letter from Zurich to Ironshore (ISIC 1299-1300) |
| 16. | April 26, 2010 letter from Midlands to Ironshore (ISIC 1290-1292) |
| 17. | April 26, 2010 disclaimer letter from Midlands to Helm & Associates (cc Cedco and Travelers) (ISIC 1064-1071) |

Mohan Claim:

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| 18. | 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) <ul style="list-style-type: none"> • Part 1 (ISIC 921-954) • Part 2 (ISIC 955-989) |
| 19. | December 21, 2011 letter from Midlands to Ironshore (ISIC 993-995) |

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|-----|---|
| 20. | December 21, 2011 disclaimer letter from Midlands to Cedco (cc Zurich) (ISIC 1028-1035) |
|-----|---|

Insured: Debard Plumbing, Inc.

- | | |
|-----|---|
| 21. | <p>Ironshore policy no. 0110N0905001 for policy period of April 6, 2009, to April 6, 2010 (ISIC 1504-1563)</p> <ul style="list-style-type: none"> • Part 1 (ISIC 1504-1537) • Part 2 (ISIC 1538-1563) |
|-----|---|

Drost Claim

- | | |
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| 22. | Complaint filed on October 23, 2012, in Washoe County District Court, Nevada, captioned <i>Drost, et al. v. Silverwing Development</i> (" <i>Drost</i> action") (ISIC 1635-1645) |
| 23. | Third-Party Complaint filed by Silverwing Development on December 21, 2012, in the <i>Drost</i> action (ISIC 1648-1659) |
| 24. | October 17, 2012 letter from Zurich to Ironshore and others (ISIC 1572-1573) |
| 25. | November 5, 2012 letter from Midlands to Ironshore (ISIC 1590-1592) |
| 26. | November 5, 2012 disclaimer letter from Midlands to Debard Plumbing (cc Zurich) (ISIC 1578-1589) |

Lino Claim

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| 27. | Construction Defect Class Action Complaint filed on December 29, 2011, in Washoe County District Court, Nevada, in the action captioned <i>Lino, et al. v. Lakemont Copper Hills, LLC</i> (" <i>Lino</i> action") (ISIC 4912-4922) |
| 28. | Third-Party Complaint filed by Lakemont Copper Hills, LLC on August 1, 2012 in the <i>Lino</i> action (ISIC 4935-4950) |
| 29. | September 27, 2011 letter from Castronova Law Offices to Ironshore with enclosed matrix (ISIC 1700-1702) |
| 30. | November 10, 2011 letter from Zurich to Ironshore (ISIC 1672-1673) |
| 31. | November 29, 2011 email from Zurich to Midlands with attached tender package (Z200699-Z200700 and Z200716-Z200718) |

32.	December 13, 2011 letter from Midlands to Ironshore (ISIC 1692-1694)
33.	December 13, 2011 disclaimer letter from Midlands to Debard Plumbing (cc Zurich) (ISIC 1684-1691)
<u>Wikey Claim</u>	
34.	October 11, 2010 letter from counsel for K&M Homes to Debard Plumbing, with attached Chapter 40 Notices (ISIC 1733-1753)
35.	January 25, 2011 letter from Midlands to Ironshore regarding claims identified in Chapter 40 Notices (ISIC 1728-1730)
36.	January 25, 2011 disclaimer letter from Midlands to Debard Plumbing regarding claims identified in Chapter 40 Notices (ISIC 1755-1762)
37.	March 1, 2012 letter from Zurich to Ironshore with attached Construction Defect Class Action Complaint filed on June 21, 2011, in Washoe County District Court, Nevada, in the action captioned <i>Wikey, et al. v. K & M Homes of Nevada, LLC, et al.</i> , Case No. CV11-01836 (" <i>Wikey</i> action"), and Third-Party Complaint filed by K&M Homes of Nevada, LLC and K&M Homes, LLC on January 4, 2012, in the <i>Wikey</i> action (ISIC 1767-1795)

Insured: Laird Whipple

38.	Ironshore policy no. 017BW0905001 for policy period of April 15, 2009, to April 15, 2010 (ISIC 2304-2365) <ul style="list-style-type: none"> Part 1 (ISIC 2304-2335) Part 2 (ISIC 2336-2365)
39.	Ironshore policy no. 000242101 for policy period of April 15, 2010, to April 15, 2011 (ISIC 2366-2430) <ul style="list-style-type: none"> Part 1 (ISIC 2366-2397) Part 2 (ISIC 2398-2430)

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Bennett Claim

40.	Plaintiffs' Construction Defect Complaint filed on March 3, 2008, in Clark County District Court, Nevada, in the action captioned <i>Bennett v. American West Homes, Inc.</i> , Case No. A558243 (" <i>Bennett</i> action") (with Exhibits to Complaint) (ISIC 4968-5815) <ul style="list-style-type: none"> Part 1 (ISIC 4968-4987, ¶¶ 1-79) Part 2 (ISIC 4988-5815, ¶¶ 79-end and Exh. F) Part 3 (Exhs. C-D Excerpts) ((selected pages from ISIC 5026-5075)
41.	Third-Party Complaint filed by American West Homes, Inc. on November 14, 2008 in the <i>Bennett</i> action (ISIC 5816-5836)
42.	April 29, 2011 letter from Zurich to Ironshore (ISIC 2439-2440)
43.	May 27, 2011 letter from Midlands to Ironshore for policy effective April 15, 2009-2010 (ISIC 2476-2478)
44.	May 27, 2011 letter from Midlands to Ironshore for policy effective April 15, 2010-2011 (ISIC 2453-2455)
45.	May 27, 2011 disclaimer letter from Midlands to Southwest Foundations (dba Stewart & Sundell) for policy effective April 15, 2009-2010 (cc Zurich) (ISIC 2468-2475)
46.	May 27, 2011 disclaimer letter from Midlands to Southwest Foundations (dba Stewart & Sundell) for policy effective April 15, 2010-2011 (cc Zurich) (ISIC 2445-2452)

Insured: Stewart & Sundell

47.	Ironshore policy no. 012A80905001 for policy period of March 1, 2009, to March 1, 2010 (ISIC 2541-2600) <ul style="list-style-type: none"> Part 1 (ISIC 2641-2572) Part 2 (ISIC 2573-2600)
48.	Ironshore policy no. 00167401 for policy period of March 1, 2010, to March 1, 2011 (ISIC 2479-2540) <ul style="list-style-type: none"> Part 1 (ISIC 2479-2510) Part 2 (ISIC 2511-2540)

Anthem Claim

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| 49. | Excerpt from Claim Notes recording receipt of November 24, 2008 letter from counsel for Terravita Home Construction Company to Stewart & Sundell and attached Chapter 40 Notices of Anthem Country Club Community Association, Inc. and August 1, 2008 construction defect list (Z209851-967) |
| 50. | November 17, 2009 letter from Midlands to Ironshore (ISIC 2648-2651) |
| 51. | November 17, 2009 disclaimer letter from Midlands to Stewart & Sundell (ISIC 2637-2647) |
| 52. | Plaintiff's Complaint for Damages filed on February 3, 2011, in Clark County District Court, Nevada, in the <i>Anthem</i> action (ISIC 183-206) |
| 53. | Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the <i>Anthem</i> action (ISIC 2686-2703) |
| 54. | January 10, 2012 letter from Zurich to Midlands and others (ISIC 2657-2660) |
| 55. | Excerpt of Midlands Claim Notes for this claim (ISIC 2622-2624) recording that in response to Zurich/s 1/10/12 tender , Ironshore sent Zurich a copy of its previous denial |

Stallion Mountain

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| 56. | 9/18/09 letter from Helm & Associates to Ironshore and other insurers with attached Chapter 40 Notices (ISIC 2949-2950 and 2827-37) |
| 57. | Plaintiff's Complaint filed on September 18, 2009, in Clark County District Court, Nevada, in the action captioned <i>Stallion Mountain Community Association v. William Lyon Homes, Inc.</i> , Case No. A599651 (" <i>Stallion Mountain</i> action") (ISIC 5837-5846) |
| 58. | Answer and Third-Party Complaint filed by William Lyon Homes, Inc. on February 18, 2011, in the <i>Stallion Mountain</i> action (ISIC 2849-2865) |
| 59. | August 4, 2004 letter from Stallion Mountain Homeowners' Association's counsel to William Lyon Homes, Inc. and attached defect list (ISIC 2920-2946) <ul style="list-style-type: none"> • Part 1 (ISIC 2920-2932) • Part 2 (ISIC 2933-2946) |

60.	October 27, 2009-July 28, 2010 Midlands claim notes (ISIC 2795-2807)
61.	August 26, 2010 letter from Midlands to Ironshore (ISIC 2968-2970)
62.	August 26, 2010 disclaimer letter from Midlands to Helm & Associates (cc Nevada Concrete Services) (ISIC 2960-2967)
63.	December 13, 2010 letter from Zurich to Ironshore and others (ISIC 2842-2844)
64.	Excerpt of Midlands Claim Notes (ISIC 2816-2817)
<u>Sun City Claim</u>	
65.	September 25, 2008 letter from Koeller Nebeker to Stewart & Sundell with enclosures (ISIC 3030-3039)
66.	Complaint filed on January 22, 2010, in Clark County District Court, Nevada, in the action captioned <i>Sun City Anthem Community Association, Inc. v. Del Webb Communities, Inc.</i> , Case No. A-10-608708-D (" <i>Sun City</i> action") (ISIC 5886-5896)
67.	Third-Party Complaint filed by Del Webb Communities, Inc., on March 18, 2010, in the <i>Sun City</i> action (ISIC 5897-5928)
68.	April 27, 2010 letter from Zurich to Ironshore and others (ISIC 2984-2986)
69.	Sun City Anthem – Lot Listing – Duplexes (ISIC 2987-2991)
70.	May 28, 2010 disclaimer letter from Midlands to Koeller Nebeker, cc Nevada Concrete Services (dba Stewart & Sundell) (ISIC 3053-3060) and May 28, 2010 disclaimer letter from Midlands to Helm & Associates, cc Nevada Concrete Services (dba Stewart & Sundell) and Zurich (ISIC 3045-3052)
<u>Insured: JP Construction</u>	
71.	United Specialty policy no. IRH00CQE0805001 for policy period of February 18, 2008, to February 18, 2009 (ISIC 1803-1853) <ul style="list-style-type: none"> • Part 1 (ISIC 1803-1826) • Part 2 (ISIC 1827-1852)
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72.	Ironshore policy no. 00CQE0905001 for policy period of February 18, 2009, to February 18, 2010 (ISIC 1854-1908) <ul style="list-style-type: none"> Part 1 (ISIC 1854-1881) Part 2 (ISIC 1882-1908)
73.	Ironshore policy no. 000143201 for policy period of February 18, 2010, to February 18, 2011 (ISIC 1909-1960) <ul style="list-style-type: none"> Part 1 (ISIC 1909-1937) Part 2 (ISIC 1938-1960)
<u>Casallas Claim</u>	
74.	Plaintiffs' First Amended Class Action Construction Defect Complaint filed on January 7, 2011, in Washoe County District Court, Nevada, in the action captioned <i>Casallas, et al. v. Barker-Coleman Construction, LLC</i> , Case No. CV10-03610 (" <i>Casallas</i> action") (ISIC 1973-1986)
75.	Plaintiffs' Third Amended Class Action Construction Defect Complaint filed on August 29, 2011, in Washoe County District Court, Nevada, in the <i>Casallas</i> action (ISIC 2138-2160)
76.	Baker-Coleman Construction, Inc.'s Third-Party Complaint filed on February 9, 2012, in the <i>Casallas</i> action (ISIC 2161-2178)
77.	June 12, 2012 letter from Dallas National Insurance Company's counsel to United Specialty Insurance Company (ISIC 1970-1972)
78.	April 7, 2000 Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. (ISIC 2026-2041)
79.	September 27, 2000 Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. (ISIC 2015-2025)
80.	February 12, 2002 Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. (ISIC 2042-2059)
81.	Two Homeowners Matrixes (ISIC 2060-2081)

82.	June 21, 2012 letter from Midlands to Ironshore for policy effective February 18, 2008-2009 (ISIC 2256-2258)
83.	June 21, 2012 letter from Midlands to Ironshore for policy effective February 18, 2009-2010 (ISIC 2299-2301)
84.	June 20, 2012 letter from Midlands to Ironshore for policy effective February 18, 2010-2011 (ISIC 2217-2219)
85.	June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich) for policy effective February 18, 2008-2009 (ISIC 2244-2255)
86.	June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich) for policy effective February 18, 2009-2010 (ISIC 2287-2298)
87.	June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich) for policy effective February 18, 2010-2011 (ISIC 2205-2216)

Insured: Universal Framing

88.	United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009 (ISIC 3063-3112) <ul style="list-style-type: none"> • Part 1 (ISIC 3063-3091) • Part 2 (ISIC 3092-3112)
89.	Ironshore policy no. 00T960905001 for policy period of October 13, 2009, to October 13, 2010 (ISIC 3113-3173) <ul style="list-style-type: none"> • Part 1 (ISIC 3113-3146) • Part 2 (ISIC 3147-3173)

Clark Claim

90.	Complaint for Damages filed on May 20, 2013, in Washoe County Second Judicial District Court, Nevada, in the action captioned <i>Clark, et al. v. D.W. Arnold, Inc.</i> , Case No. CV13-01125 (" <i>Clark</i> action") (ISIC 5929-5964) <ul style="list-style-type: none"> • Part 1 (ISIC 5929-5952, ¶¶ 1-end and Exhs. 1-2) • Part 2 (ISIC 5953-5964, Exhs. 2-3)
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91.	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 (ISIC 3263-3285)
92.	Subcontract Agreement (excerpts) between D.W. Arnold, Inc. and Universal Framing (3193-3196)
93.	July 12, 2013 letter from Certus to Ironshore (ISIC 3327-3328)
94.	July 12, 2013 disclaimer letter from Certus to Universal Framing (ISIC 3329-3338)

Insured: Champion Masonry

95.	Ironshore policy no. 011040905001 for policy period of May 31, 2009, to May 31, 2010 (ISIC 1301-1362) <ul style="list-style-type: none"> • Part 1 (ISIC 1301-1334) • Part 2 (ISIC 1335-1362)
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Garcia Claim:

96.	November 17, 2011 letter from Zurich to Ironshore (ISIC 1397)
97.	Plaintiffs' First Amended Construction Complaint filed on September 8, 2010, in the action captioned <i>Garcia, et al. v. Centex Homes</i> , Case No. A-10-616729-D (" <i>Garcia</i> action") (ISIC 4872-4911) (ISIC 4872-4911) <ul style="list-style-type: none"> • Part 1 (ISIC 4872-4891, ¶¶ 1-17) • Part 2 (ISIC 4892-4911, ¶¶ 17-end)
98.	Answer and Third Party Complaint in the <i>Garcia</i> action dated September 30, 2010 (ISIC 1411-1432)
99.	Homeowners/Close of Escrow Matrix (ISIC 1433-1446)
100.	November 20, 2009 letter from counsel for Centex forwarding to Champion Masonry a Chapter 40 Notice regarding <i>Garcia</i> , with attached homeowners' matrix and Chapter 40 Notices dated October 2, 2009 (ISIC 1475-1489)
101.	Midlands claim note dated September 3, 2010 (ISIC 1364)
102.	September 15, 2010 letter from Midlands to Ironshore (ISIC 1449-1451)

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103.	September 15, 2010 disclaimer letter from Midlands to Champion Masonry (cc EMC Insurance Companies) (ISIC 1452-1459)
104.	Reserved
105.	Reserved
106.	November 1, 2012 correspondence between Midlands and Ironshore (ISIC 1501-02)
107.	November 6, 2012 disclaimer letter from Midlands to Lee, Hernandez law firm (cc Champion Masonry and Zurich) (ISIC 1461-1473)

Marcel Claim

108.	June 27, 2013 letter from Zurich to Ironshore, tendering this claim (ISIC 3700-3701)
109.	Subcontract between The Developers of Nevada, LLC and Champion Masonry dated April 20, 2001
110.	Construction Defect Class Action Complaint filed on January 5, 2012, in Clark County District Court, Nevada, in the action captioned <i>Marcel v. The Developers of Nevada, LLC</i> , Case No. A-12-654209-D (" <i>Marcel</i> action") (ISIC 3738-3751)
111.	Defendant/Third-Party Plaintiff The Developers of Nevada, LLC's Third-Party Complaint filed on May 28, 2013, in the <i>Marcel</i> action (ISIC 3752-3763)
112.	Litigation Escrow Matrix (ISIC 3698-3699)
113.	August 6, 2013 letter from Certus to Ironshore (ISIC 3702-03)
114.	August 6, 2013 letter from Certus Claims to Lukestar Corp. dba Champion Masonry (ISIC 3726-3737)

Insured: R.A.M.M. Corporation

115.	<p>Ironshore policy no. IRH 00V6P085001 (with the premium amount redacted), issued to R.A.M.M. Corporation, for the policy period of November 15, 2008, to November 15, 2009</p> <ul style="list-style-type: none"> • Part 1 (ISIC 3776-3804) • Part 2 (ISIC 3805-3830)
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Sanchez Claim

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| 116. | October 29, 2012 letter from KB Home Nevada, Inc.'s counsel, tendering claim to Ironshore and listing the close of escrow dates for the homes at issue (ISIC 4368-81) |
| 117. | Plaintiff's First Amended Complaint filed on November 1, 2010, in Clark County District Court, Nevada, in the action captioned <i>Sanchez, et al. v. KB Home Nevada Inc.</i> , Case No. A-10-616730-D (" <i>Sanchez</i> action") (ISIC 4302-4331) <ul style="list-style-type: none"> • Part 1 (ISIC 4302-4318) • Part 2 (ISIC 4319-4331) |
| 118. | Defendant KB Home Nevada Inc.'s Answer to Plaintiffs' First Amended Complaint and Third-Party Complaint filed on November 23, 2010, in the <i>Sanchez</i> action (ISIC 4322-4357) <ul style="list-style-type: none"> • Part 1 (ISIC 4332-4351) • Part 2 (ISIC 4352-4357) |
| 119. | November 14, 2012 letter from Midlands to Ironshore (ISIC 4284-86) |
| 120. | November 14, 2012 letter from Midlands to R.A.M.M. Corporation (ISIC 4290-4301) |
| 121. | December 5, 2012 letter from Zurich to Midlands and others (ISIC 4383-86) |

Insured: PR Construction Corporation**Boyer Claim**

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| 122. | Ironshore policy no. 00XXV0905001 (with the premium amount redacted), issued to PR Construction Corporation, for the policy period of January 31, 2009, to January 31, 2010 (ISIC 3353-3410) <ul style="list-style-type: none"> • Part 1 (ISIC 3353-3380) • Part 2 (ISIC 3381-3410) |
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123.	Ironshore policy no. 000115801 (with the premium amount redacted), issued to PR Construction Corporation, for the policy period of January 31, 2010, to January 31, 2011 (ISIC 3551-3606) <ul style="list-style-type: none"> • Part 1 (ISIC 3551-3578) • Part 2 (ISIC 3579-3606)
124.	Plaintiffs' Third Amended Complaint filed May 14, 2012, in Clark County District Court, Nevada, in the action captioned <i>Boyer, et al., v. PN II, Inc.</i> , Case No. A603841 (" <i>Boyer</i> action") (ISIC 3456-3477) <ul style="list-style-type: none"> • Part 1 (ISIC 3456-3474, ¶¶ 1-48) • Part 2 (ISIC 3475-3477, ¶¶ 49-end)
125.	Third Party Complaint filed by PN II, Inc., on May 22, 2012, in the <i>Boyer</i> action (ISIC 3482-3497)
126.	August 1, 2012 letter from Zurich to Ironshore and others (ISIC 3422-3423)
127.	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012, from counsel for third-party defendant and third-party plaintiff PN II, Inc. (ISIC 3418)
128.	Close of Escrow Matrix for this claim, received from counsel for third-party defendant and third-party plaintiff PN II, Inc. (ISIC 3534-3535)
129.	Portions of subcontracts stating PR Construction Corporation's scope of work at the project at issue, received from counsel for third-party defendant and third-party plaintiff PN II, Inc. (ISIC 3529-3550)
130.	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012, from the adjuster to Ironshore, regarding Midlands' factual findings and proposed response to the tender of this claim to Ironshore (ISIC 3417)
131.	August 29, 2012 letter from Ironshore to PR Construction (ISIC 3425-3436)
132.	October 4, 2012 letter from counsel for PR Construction to Midlands with close of escrow dates for the homes in question (ISIC 3450-3453)

DEPOSITIONS

133.	Ironshore's Amended Notice of Deposition of American Guarantee and Liability Insurance Company, Assurance Company of America, and Northern Insurance Company of New York (FRCP 30(b)(6)), dated August 28, 2015
134.	Ironshore's Notice of Deposition of Assurance Company of America and Northern Insurance Company of New York (FRCP 30(b)(6)), dated September 11, 2015
135.	Excerpts of September 28, 2015 certified deposition transcript of Andra Byrd
136.	Excerpts of September 28, 2015 certified deposition transcript of Brett Richardt <ul style="list-style-type: none"> • Part 1 (pp. 7-72) • Part 2 (Exhs. 8, 9, 13) • Part 3 (ISIC Exhs. 22, 29, 33)
137.	Excerpts of September 28, 2015 certified deposition transcript of Douglas Westhoff
138.	Excerpts of September 29, 2015 certified deposition transcript of Rachael Crammer
139.	Excerpts of September 29, 2015 certified deposition transcript of Elizabeth Del Rosario
140.	Excerpts of October 2, 2015 certified deposition transcript of Bettyann Canzone
141.	Excerpts of October 2, 2015 certified deposition transcript of Bryan Key <ul style="list-style-type: none"> • Part 1 (pp. 1-58 (selected) and Exh. 97) • Part 2 (Exh. 101)

PLAINTIFFS' REPORTS AND OTHER EVIDENCE

142.	November 11, 2013 Claim Summary Report for Cedco/ <i>Anthem</i>
143.	February 4, 2013 Claim Summary Report for Cedco/ <i>Seven Hills</i>
144.	February 1, 2012 Claim Summary Report for Cedco/ <i>Mohan</i>
145.	November 21, 2012 Claim Summary Report for Debard Plumbing/ <i>Drost</i>
146.	Preliminary Cost of Repair for Claim Summary Report for Debard Plumbing/ <i>Drost</i>
147.	August 26, 2014 Claim Summary Report for Debard Plumbing/ <i>Lino</i>
148.	June 2013 Reconstruction Cost Guides and Estimates for Debard Plumbing/ <i>Lino</i>
149.	December 2, 2013 Claim Summary Report for Debard Plumbing/ <i>Wikey</i>

150.	December 17, 2012 Subcontractor Allocation (cost of repair) for Debard Plumbing/ <i>Wikey</i>
151.	September 27, 2012 Claim Summary Report for Laird Whipple/ <i>Bennett</i>
152.	Homeowner Matrix for Laird Whipple/ <i>Bennett</i>
153.	February 10, 2014 Claim Summary Report for Stewart & Sundell/ <i>Anthem</i>
154.	July 8, 2011 Claim Summary Report for Stewart & Sundell/ <i>Stallion Mountain</i>
155.	July 24, 2012 Claim Summary Report for Stewart & Sundell/ <i>Sun City</i>
156.	August 20, 2014 Claim Summary Report for JP Construction/ <i>Casallas</i>
157.	November 14, 2013 Claim Summary Report for Universal Framing/ <i>Clark</i>
158.	August 11, 2014 Claim Summary Report for Champion Masonry/ <i>Marcel</i>
159.	February 25, 2013 Claim Summary Report for R.A.M.M. Corporation/ <i>Sanchez</i>
160.	May 19, 2014 Claim Summary Report for PR Construction/ <i>Boyer</i>
161.	January 25, 2012 excerpt from claim notes of Plaintiffs' adjuster regarding Debard Plumbing/ <i>Lino</i>
162.	First page of declaration pages of policies insuring Tom Hopson dba Universal Framing or Universal Framing LLC issued by one or more Plaintiffs in this action

Dated: September 19, 2016

Respectfully submitted,

MORISON & PROUGH, LLP

By: /s/ William C. Morison
William C. Morison

Attorneys for Defendant
IRONSHORE SPECIALTY
INSURANCE COMPANY

EXHIBIT 51

November 17, 2009 disclaimer letter from Midlands to Stewart & Sundell
(ISIC 2637-2647)

November 17, 2009

SENT VIA CERTIFIED & REGULAR MAIL

**ATTN: NEVADA CONCRETE SERVICES
AKA STEWART & SUNDELL CONCRETE, INC.
1760 WEST BROOKS AVENUE
LAS VEGAS NEVADA 89032**

**Re: *Anthem Country Club Community Assoc. v Terravita Home
Construction Inc. Chapter 40 Notice***

Policy No. : 12A80905001
Policy Dates: : 3/1/09 to 3/1/10
Insured : Nevada Concrete Services, Inc., et al
Date of Loss : Prior to March 1, 2009
Project Name : Anthem Country Club Community
Our Claim No. : 107250-JR

Note: We appreciate receiving all correspondence electronically. Please include our file number on all correspondence and in the event that you cannot reply electronically please reply to the undersigned at the home office address.

Dear Mr. Stewart or Ms./ Mrs. Sundell;

Midlands Claim Administrators, Inc. ("Midlands") is the third party claim administrator for Ironshore Specialty Insurance Company ("Ironshore Specialty"). Midland's has been conducting an investigation into the coverage under policy number 012A80905001 written for Nevada Concrete Services, Inc., Stewart & Sundell Concrete, Inc., Stewart & Sundell, LLC, Offsite Development and ASI a division of Stewart & Sundell Concrete, dba and into the facts of the above captioned matter.

We are in receipt of a tender of defense and indemnity from mutual carrier Zurich on behalf of Stewart & Sundell Concrete, et al. The tender of defense and indemnity is a result of a revised Chapter 40.645 construction defect matter involving a project known as Anthem Country Club Community. It is our understanding that homeowners association of Anthem Country Club Community, located in Henderson, Nevada have filed the Chapter 40 notice

ISIC 2637

AA003102

To: Nevada Concrete Services, et al
Re: Anthem Country Club Community
Date: November 17, 2009

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of construction defects against Terravita Home Construction Company, Inc., who in turned placed Stewart & Sundell, et al on notice.

Terravita Home Construction Company, Inc. has alleged that they subcontracted with Stewart & Sundell, Inc. to install the concrete curbs and gutters at the Anthem Country Club Community project. Although we are not in receipt of the subcontract agreement we are advised that the project at issue was completed from 1999 to 2006.

The Ironshore Specialty policy issued to Nevada Concrete Services, Inc., et al has effective dates for 12 months with an inception date of March 1, 2009. The policy provides \$1,000,000.00 each occurrence limit, a \$2,000,000.00 general aggregate limit, a \$2,000,000.00 products-completed operations aggregate limit, a \$1,000,000.00 personal and advertising injury limit and \$50,000.00 for fire damage. The policy is subject to a \$10,000.00 per occurrence bodily injury and property damage and personal injury/advertising injury deductible for commercial work, including LAE and a \$25,000.00 per occurrence BI & PD & PI/AI deductible for all others, including LAE.

The allegations made by the Anthem Country Club Community Association, Terravita Homes Construction Company and our subsequent investigation have revealed that the reported claim arose since completion of the project from 1999 to 2006 and prior to the March 1, 2009 inception date of the Ironshore Specialty policy and it is specifically excluded under the Continuous or Progressive Injury or Damage Exclusion Endorsement IB.EX.014B(12/07Ed) which is attached to and forms part of the captioned policy. In addition, there appears to be no grounds of the potential of an occurrence of property damage as described and required under the policy of insurance because the date of event precedes the inception of the Ironshore policy. Because of this and other reasons there does not appear to be any coverage under the above noted policy. Pertinent portions of the policy are provided for your reference as follows:

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.*

To: Nevada Concrete Services, et al
Re: Anthem Country Club Community
Date: November 17, 2009

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- 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:

- (i) *"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 (i) (a) above;*

To: Nevada Concrete Services, et al
Re: Anthem Country Club Community
Date: November 17, 2009

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(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.*

Coverage A

The grant of coverage for property damage is found in Coverage A, wherein it states,

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 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:

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- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

Ironshore reserves its right to deny coverage based on the above policy language.

Definition of Property Damage

The policy defines "property damage" as follows:

- 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 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.

* * *

In this case, it is alleged that J & R improperly installed the concrete curbs and gutters at the project. We found no reports of property damage as defined within the policy of insurance.

Requirement of an Occurrence

The policy defines the term "occurrence" as follows:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Ironshore has been investigating as to whether there has been an "occurrence" as defined by the policy. Ironshore reserves its rights as to an "occurrence".

Work Product Exclusions

The Ironshore policy precludes coverage for injury or damage to, and the cost to restore, repair or replace the insured's own work. "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability,

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performance or use of "your work." For your convenience the work product exclusions and definitions are produced below:

j. Damage to Property

"Property damage" to:

- (1) Property damage you own, rent, or occupy;
- (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.

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.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack 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.

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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.

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* * *

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

* * *

Ironshore reserves its rights as to the work product exclusions.

Products-Completed Operations Hazard

"Products-completed operations hazard" is defined in the policy as follows:

14. "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:

* * *

(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.

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- (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. . . .

Ironshore reserves its rights as to "products-completed operations hazard" coverage.

The Ironshore Specialty policy also includes the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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.*

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This endorsement forms a part of the Policy to which attached, effective on the inception date of this policy.

We have reviewed all of the information provided to Ironshore Specialty and have conducted such other investigation with regard to this matter as was practicable. Based on the above, Ironshore Specialty does not believe there is applicable coverage in this matter on the grounds that the damages that led to this claim commenced prior to the inception of this policy and further the work at this project was completed prior to March 1, 2009. Therefore, based on the above stated endorsement and other policy conditions the reported claim is not covered under the Ironshore Specialty policy issued to Nevada Concrete Services, Inc., et al.

Please be advised that Ironshore Specialty's investigation into this matter has revealed the potential that this claim may also not be covered or may be excluded by other terms and conditions of the Ironshore Specialty policy not contained herein. As the claim is not covered due to the above stated policy conditions and endorsements, we have not continued our investigation as to other possible coverage issues. However, Ironshore Specialty's denial based upon the Continuous or Progressive Injury or Damage Exclusion should not be construed as a waiver or relinquishment of any of the other rights, exclusions or limitations within the policy or by operation of law.

Please accept this correspondence as notification that Ironshore Specialties has concluded, based on the information available at this time, that there is no potential for coverage for the above referenced claim arising at the Anthem Country Club Community project. Ironshore Specialty, therefore, will neither defend nor indemnify Nevada Concrete Services, Inc., et al or Terravita Home Construction Company, Inc. or any other entity for any damages arising out of this loss.

This letter is not intended to be, nor shall it be construed as a waiver by Ironshore Specialty of any of the terms or conditions of the subject policy of insurance. Furthermore, this letter is not intended to be, nor shall it be construed as a waiver of any rights or defenses Ironshore Specialty has, or may have, whether those rights or defenses are based upon facts now known or to become known in the future, and whether legal or equitable in nature. Lastly, this letter is not intended to be, nor shall it be construed as, an admission of liability by Ironshore Specialty to any person or entity.

In the event, there is additional information bearing upon your claim which you feel should be considered and/or if new information comes to light or the situation changes in some way that you feel it may create coverage or entitle Nevada Concrete Services, Inc., et al or any other party to a defense, please contact the undersigned as soon as possible.

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Ironshore Specialty is committed to the prompt and fair handling of all claims for coverage. If Nevada Concrete Services, Inc., et al believes that Ironshore has erred in its handling of this claim, it may have the matter reviewed by :

The Nevada Department of Insurance
2501 E Sahara Ave Ste 302
Las Vegas Nevada 89104
Phone 702-486-4009

Note: We appreciate receiving all correspondence electronically. Please include our file number on all correspondence and in the event that you cannot reply electronically please reply to the undersigned at the home office address.

Yours very truly,

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

JR/mb

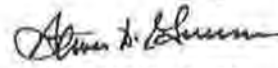
cc: CRC Sterling West Insurance Services, Inc.
550 North Brand Blvd. Ste 1990
Glendale, CA 91203

CRC Sterling West Insurance Services
1551 N Tustin Ave, Ste 600
Santa Ana, CA 92705

EXHIBIT 52

Plaintiff's Complaint for Damages filed on February 3, 2011, in Clark County District Court, Nevada, in the *Anthem* action (ISIC 183-206)

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CLERK OF THE COURT

COMP

Paul P. Terry Jr., SBN 7192
John Stander, SBN 9198
Melissa Bybee, SBN 8390
Asmara Tarar, SBN 10999
ANGIUS & TERRY LLP
1120 N. Town Center Drive, Suite 260
Las Vegas, NV 89144
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jstander@angius-terry.com
mbybee@angius-terry.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHEM COUNTRY CLUB COMMUNITY
ASSOCIATION, INC., a Nevada non-profit
mutual benefit corporation,

Plaintiff,

v.

TERRAVITA HOME CONSTRUCTION
COMPANY, an Arizona corporation; and
DOES 1 through 300,

Defendants.

Case No. A - 11 - 634626 - D
Dept. No. X X I I

COMPLAINT FOR DAMAGES

[Chapter 40.600 to 40.695]

ARBITRATION EXEMPTIONS CLAIMED:

1. Declaratory Relief
2. Significant Issues of Public Policy
3. Damages Exceed \$50,000 per plaintiff
exclusive of interests and costs

JURY TRIAL DEMANDED

ANGIUS & TERRY LLP
1120 N. Town Center Dr.
Suite 260
Las Vegas, NV 89144
(702) 990-2017

ISIC 2734

AA003114

COMES NOW Plaintiff, by and through its attorneys, ANGIUS & TERRY LLP, and for causes of action against Defendants, and each of them, alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff ANTHEM COUNTRY CLUB COMMUNITY ASSOCIATION, INC. ("Association" or "Plaintiff") is, and at all relevant times was, a Nevada non-profit mutual benefit corporation duly organized and existing by virtue of the laws of the State of Nevada, located in the City of Henderson, Clark County, Nevada.

2. Association is informed and believes and thereon alleges that defendant TERRAVITA HOME CONSTRUCTION COMPANY ("TERRAVITA") is, and at all relevant times was, an Arizona corporation doing business in Clark County, Nevada.

3. The true names and capacities of Does 1 through 300 are unknown to Association, who therefore sues said defendants by such fictitious names. The Association will move to amend this Complaint to show their true names and capacities when the same have been ascertained.

4. Association is also unaware of the basis of liability as to some or all of the fictitious defendants sued herein as Does 1 through 300 but believes that their liability arises out of the same general facts set forth herein. Association will move to amend this Complaint to assert the theories of liability against the fictitiously named defendants when they have been ascertained.

5. Association is informed and believes and thereon alleges that each of the Doe Defendants are legally responsible in some manner for the events and damages referred to herein, and legally and proximately caused damage to Association. Each and every defendant had a duty to Association's members as reasonably foreseeable purchasers and Project residents to use reasonable care in performing the tasks as related to the planning, development, creation, improvement, design, construction, inspection, promotion and sale of the Anthem Country Club Project.

6. Association is informed and believes and thereon alleges that at all relevant times, each defendant was the agent and employee of each of its co-defendants, and in doing the things herein alleged, was acting within the course and scope of his/her authority as such

1 agent and employee, and each defendant has ratified and approved the acts of his/her agents
2 and employees.

3 7. Association is informed and believes and thereon alleges that TERRAVITA
4 owned certain real property located in the City of Henderson, Clark County, Nevada,
5 consisting of approximately 1647 single family homes, a club house, pool and Common
6 Areas, commonly known as the Anthem Country Club (hereinafter, "the Project"), but more
7 particularly described as:

8 **Anthem Country Club**, Parcel 1 of Parcel Map in Book 084, Page 0057, recorded
9 June 1, 1998, as Document No. 02189, Parcel 2 of Parcel Map in Book 084, Page 0058,
10 recorded June 1, 1998, as Document No. 02192, Parcel 30 of Parcel Map in Book 084 Page
11 0059, recorded June 1, 1998, as Document No. 02196, Parcel 31 of Parcel Map in Book 084,
12 Page 0060, recorded June 1, 1998, as Document No. 02199, Parcel 32 of Parcel Map in Book
13 084, Page 0061, recorded June 1, 1998, as Document No. 02202, all of the Official Records of
14 the Clark County, Nevada recorder.

15 8. Association is informed and believes and thereon alleges that TERRAVITA
16 and Does 1 through 10 (collectively referred to herein as "Developer Defendants") developed,
17 planned, improved, designed, constructed, promoted, marketed, advertised and sold the homes
18 and Common Areas within the Project to individual members of Association, or their
19 predecessors in title.

20 9. Association is informed and believes and thereon alleges that Developer
21 Defendants created Association, and caused it to accept management, operation and control of
22 the Common Areas and various aspects of the Project for the benefit of its members.

23 10. Association is informed and believes and thereon alleges that Developer
24 Defendants caused and assented to the recordation of certain Covenants, Conditions and
25 Restrictions ("CC&R's"), recorded in the office of the Clark County Recorder.

26 11. Association is informed and believes and thereon alleges that Developer
27 Defendants caused and assented to the filing of certain Articles of Incorporation ("Articles")
28 in the Office of Secretary of State of the State of Nevada and further caused and assented to

1 the preparation and execution of certain By-Laws ("Bylaws") pertaining to the Association.
 2 (The Bylaws, Articles and CC&R's are referred to collectively as the "Governing
 3 Documents.")

4 12. As set forth in the Governing Documents and Nevada law, the purpose and
 5 powers of Association are, and at all relevant times were, to provide administration,
 6 maintenance, preservation and architectural control of the Common Areas within the Project;
 7 to preserve the values and amenities in the Project; to promote the general welfare of the
 8 community comprising the Association; and to possess and exercise all powers of a non-profit
 9 mutual benefit corporation operating for the benefit and on behalf of the members, subject
 10 only to the limitations set forth in the Governing Documents.

11 13. As further set forth in the Governing Documents and Nevada law, Association
 12 is obligated to maintain, repair and replace various elements of the real property and
 13 improvements thereto, and located within the Project referred to as "Common Areas" for the
 14 common use and enjoyment of all members of Association.

15 14. Association is informed and believes and thereon alleges that Developer
 16 Defendants and Does 11 through 25 (collectively referred to herein as "Fiduciary
 17 Defendants") were employees and/or agents of Developer Defendants, who served as
 18 directors and officers of Association until such time as Developer Defendants, by virtue of the
 19 Governing Documents and Nevada law, could no longer elect the Fiduciary Defendants to
 20 serve as Association's directors and officers.

21 15. Association is informed and believes and thereon alleges that Defendants
 22 TERRAVITA and Does 26 through 100 were individuals and/or entities and all their
 23 employees and agents (collectively referred to herein as "Contractor Defendants") who
 24 performed services as general contractors or subcontractors, and/or provided equipment,
 25 materials and/or supplies for the construction of the Project.

26 16. Association is informed and believes and thereon alleges that Does 101
 27 through 125 were individuals and/or entities (collectively referred to herein as "Design
 28 Professional Defendants") who provided design services to Developer Defendants in

1 connection with the planning, design, specification, inspection, development and construction
2 of the Project.

3 17. Association is informed and believes and thereon alleges that Does 126
4 through 150 were individuals and/or entities (collectively referred to herein as "Supplier
5 Defendants") who supplied, manufactured and/or distributed materials, products and goods
6 used in or for the construction of the Project.

7 18. Association is informed and believes and thereon alleges that Does 151
8 through 175 (collectively referred to herein as "Surety Defendants") are individuals and/or
9 entities who were, and now are, authorized to engage in, and actually engaged in, the surety
10 insurance business in the State of Nevada.

11 19. Association is informed and believes and thereon alleges that Does 176
12 through 200 (collectively referred to herein as "Successor Defendants") were individuals
13 and/or entities who succeeded to the obligations and liabilities of the Developer Defendants
14 and Contractor Defendants herein pursuant to operation of law, contracts, investment or by
15 other legal means.

16 20. Association is informed and believes and thereon alleges that there exists, and
17 at all relevant times there existed, a unity of interest and ownership between and among
18 Developer Defendants, Fiduciary Defendants and Does 201 through 225 (collectively referred
19 to herein as "Alter Ego Defendants"), such that any individuality and separateness between
20 and among the Alter Ego Defendants ceased to exist, and that if the acts that harm Association
21 are treated as those of said Developer Defendants alone, an inequitable result will follow such
22 that equity requires that the Alter Ego Defendants be held responsible for the acts of the
23 Developer Defendants. The circumstances by which such liability should be imposed include,
24 but are not limited to, failure to adequately capitalize the corporation; the total absence of
25 corporate assets, or undercapitalization; diversion of assets from the corporation by or to a
26 stockholder or other person or entity, to the detriment of creditors or other third parties, or
27 manipulation of assets and liabilities between entities so as to concentrate the assets in one
28 and the liabilities in another; contracting with another with intent to avoid performance by use

1 of the corporate entity as a shield against personal liability; and formation and use of the
2 corporation to transfer to it the existing liability of another person or entity.

3 21. Association is informed and believes and thereon alleges that from time to time
4 during the approximate period 1998 to 2003 (the "Construction Period"), and from 2003 to
5 the date of this Complaint, but particularly during the actual construction of the Project,
6 defendants performed inspections and reported on conditions of various elements of the
7 Project, including the Common Areas, and made recommendations as to said conditions to co-
8 defendants.

9 22. Association is informed and believes and thereon alleges that defendants or
10 those who such defendants hired to make inspections did not reveal, disclose or inform
11 Association or its members of the defective conditions of the Project observed during
12 inspections conducted by said parties, and Association's members reasonably relied on the
13 implied and express representation that the Project and Common Areas were free from defects
14 and that the Association's obligations of maintenance, repair and replacement of the Common
15 Areas as required by the Governing Documents could be funded by the budget estimates
16 submitted by defendants to Association.

17 23. Association is presently unaware of when all of the defective conditions
18 alleged herein first occurred or manifested themselves or caused physical injury to or
19 destruction of tangible property, or the loss of use of such property, but asserts that the
20 construction deficiencies at the Project have developed and occurred over a number of years
21 since substantial completion of the Project, said deficiencies and resulting physical injuries
22 being continuous and progressive.

23 24. Since the original construction of the Project and for a period of several years
24 thereafter, defendants promised, agreed to and actually did make certain repairs to the
25 Project's Common Areas, and in doing so, Association reasonably relied on defendants'
26 promises, agreements and repairs, and thereby deferred the filing of the within action. During
27 the period in which defendants made such promises, agreements and repairs, all statutes of
28 limitations were tolled and defendants are estopped from claiming that the alleged expiration
of any statutes of limitations bar the within action.

ARKIUS & TERRY LLP
120 N. Town Center Dr.
Suite 260
Las Vegas, NV 89144
(702) 990-2017

25. Association is informed and believes and thereon alleges that Association and its members have sustained and suffered consequential damages resulting from defendants' acts and/or omissions including, without limitation, physical injury and/or destruction of tangible property and the loss of use of Common Areas; consequential damages to Common Areas; damage to separate interests related to Common Area defects; damage to personal property related to Common Area defects; and has or will incur relocation expenses.

26. Pursuant to the Governing Documents and Nevada Revised Statute Section 116.3102, Association brings this action individually on its own behalf and in its representative capacity for damage to the Common Areas, damages to the separate property interests which arise out of or are integrally related to damage in the Common Areas, and damages to the separate interests that Association is obligated to maintain or repair. Pursuant to said Section, Association has standing to institute this legal action for the damages alleged herein in its own name as the real party in interest and without joining with it the individual owners of the common interest development, with the exception of those damages or injuries that are intangible and inherently personal to the individual members of Association. Association commenced this action, in part, to protect the health, safety and welfare of the members of the Association.

27. Association also brings this action to enforce the personal and property rights of the Association members pertaining to the undivided interests in the Common Areas of the project, and to enforce the property rights pertaining to the Common Areas. The persons in the class are so numerous that the joinder of all such persons is impractical and the disposition of their claims in a class action is a benefit to the parties and to the Court. There is a well-defined community of interest in the common questions of law and fact affecting the parties to be represented in that this action involves construction defects and design deficiencies in the Common Areas of the subject property. This action also involves alleged breaches of warranties. The common questions of law and fact predominate over questions of law and fact which pertain only to individual class members. Proof of a common or single state of facts will establish the right of each member of the class to recover. The Association will fairly and adequately represent the interests of the class. Association sues in its representative

1 capacity on all causes of action which are not appropriately the subject of Association claims
 2 under Nevada Revised Statute Section 116.3102. Association has and/or will receive
 3 assignments of causes of action against the defendants from each of the members of the
 4 Association.

5 28. Association is informed and believes and thereon alleges that Defendants
 6 TERRAVITA and DOES 1 through 100 were, and at all times herein mentioned are, engaged
 7 in the production of residential structures and appurtenances for sale and use by members of
 8 the general public, and that said Defendants, and each of them, participated in the
 9 development, design, construction and/or sale of the Project.

10 29. Association is informed and believes and thereon alleges that Defendants
 11 TERRAVITA and DOES 1 through 100, as developers, sellers and/or builders developed the
 12 Project, and it was the intent and understanding of such defendants that the Common Areas of
 13 the project would be used by members of the public for residential purposes and sold to
 14 individual members of Association.

15 30. Association is informed and believes and thereon alleges that Defendants
 16 TERRAVITA and DOES 1 through 100, as developers, designers, sellers and/or builders of
 17 the Project, knew that the Project and structures thereon, including the Common Areas, would
 18 be sold to and be used by members of the general public for the purpose of residences, and
 19 said Defendants knew or reasonably should have known that the persons who would purchase
 20 said units and Common Areas would do so without inspection for the defects set forth herein.

21 31. Defendants TERRAVITA and DOES 1 through 100, at all times herein
 22 mentioned, were and are merchants with respect to the Project and structures thereon, and
 23 represented that the Project and structures thereon, including the Common Areas, were of
 24 merchantable quality and were erected in a reasonable and workmanlike manner.

25 32. Defendants TERRAVITA and DOES 1 through 100, as developers, mass-
 26 developers, mass-constructors and mass-producers of the Project, are liable and responsible to
 27 Plaintiff for all damages suffered as a result of the Common Area deficiencies set forth herein.

28 33. Within the past two years, Association has discovered that the project has been
 and is experiencing defective conditions of the real property and structures thereon, including

1 without limitation; cracked and deteriorated concrete curb and gutter; chips in the concrete
 2 curb and gutter; water ponding in concrete gutters; vertical offset concrete curb; cracked
 3 concrete drainage swales or cross gutters; cracked, chipped and deteriorated concrete
 4 sidewalks; vertical offset concrete sidewalk; ponding on concrete sidewalk; cracked and
 5 eroded asphalt pavement; deteriorated asphalt seal; asphalt pavement below edge of swale;
 6 brick pavers set below edge of swale; irregular asphalt pavement surface (gouges); sinkhole in
 7 asphalt pavement; asphalt not sealed for certain communities; ponding on asphalt pavement;
 8 ponding on pavers; deteriorated concrete utility pad; debris on finish surface; blue reflective
 9 fire hydrant blue pavement markers omitted; sinkhole has formed in the street; broken utility
 10 collar; cracked concrete manhole cover; chipped concrete utility pad or manhole cover;
 11 cracked concrete vault cover or pad; settled concrete utility vault; sinking storm drain inlets;
 12 efflorescence forming on retaining walls; decorative caps on retaining walls are deteriorating;
 13 color coat on retaining walls is deteriorating and color is changing; cracked masonry fence;
 14 short vertical reinforcing in masonry fence; missing vertical and horizontal reinforcing in
 15 masonry fence; metal fence or post installed in direct contact with soil; metal fencing is not
 16 properly installed; metal fencing is rusting; cracked concrete landscape curb at base of fence;
 17 expansion joint filled with stucco or grout; exposed wall footing; deteriorated wall caps;
 18 incorrect drain inlets at cul-de-sacs; ramp is omitted; mail boxes are too low; pool lights are
 19 improperly installed; a second "residents only" entry and exit was not provided; and cracks in
 20 the bottom of the community pool. Said components are not of merchantable quality, nor
 21 were they designed, erected, constructed or installed in a workmanlike manner, but instead are
 22 defective and, as now known, the subject components demonstrate improper, nonexistent,
 23 and/or inadequate design, construction, manufacture, installation, and/or build. Association is
 24 informed and believes and thereon alleges that the structures may be additionally defective in
 25 ways and to an extent not precisely known, but which will be established at the time of trial,
 26 according to proof.

27 34. Association has complied with all prefilings requirements of Nevada Revised
 28 Statutes 40.600 through 40.695, except to the extent such requirements have been excused,

1 waived or rendered irrelevant by the actions, failure to act or status of Defendants, and each of
2 them.

3 35. Association is informed and believes and thereon alleges that the items
4 generally referred to and particularly described herein were "latent deficiencies" within the
5 meaning of Nevada Revised Statutes §11.202 through §11.205, in that the above-described
6 defects arose out of, were attributable to and are directly and proximately caused by the
7 above-described latent deficiencies in the design, specifications, planning, supervision,
8 observation of construction, construction, development and/or improvement of the subject
9 premises and subject structures, and that prior to the time when it was discovered by
10 Association as set forth herein, could not have been discovered by the exercise of reasonable
11 diligence. Association, at all times herein mentioned, relied on the skill of Defendants
12 TERRAVITA and DOES 1 through 100, in producing the Project and structures thereon,
13 including the Common Areas, that were reasonably fit for their intended purpose.

14 36. Association is still not fully aware of all of the causes, the full extent and
15 possible legal significance of the results or causes of the property conditions herein above-
16 described due to the loss being continual and latent in nature. Association is lay individuals
17 who have required expert consultations to provide a review of the property conditions.
18 Association is still not informed of all causes or entire results of the full extent of these latent
19 deficiencies, nor is Association fully informed of the potential causes of the resultant distress
20 due to the loss being continual and latent in nature.

21 37. Association is informed and believes and thereon alleges that Defendants
22 TERRAVITA and DOES 1 through 100, did inspect and market the Common Areas with full
23 knowledge of the causes and effects of defects in the construction of the Common Areas, the
24 deficiencies in design, installation and supervision thereof and, in willful and reckless
25 disregard of the defective conditions, causes and results. In particular, Association is
26 informed and believes and thereon alleges that said Defendants in the inspection, design,
27 installation and supervision of the Project, engaged in a course of conduct to reduce the costs
28 of development by the use of substandard, deficient and inadequate design and construction
techniques and materials.

38. Association is informed and believes and thereon alleges that Defendants TERRAVITA and DOES 1 through 100, ignored curing the causes of the defects and pursued a course of development and construction of the Project so as to increase their profit from the project at the expense of the ultimate purchaser, knowing that the defects were latent and not apparent from a casual inspection, but would only become apparent as time passed.

39. Association is informed and believes and thereon alleges that any and all repair attempts by Defendants TERRAVITA and DOES 1 through 100, failed to adequately correct said property damage and deficiencies, resulting in further property damage.

40. Association is informed and believes and thereon alleges that instead of causing the necessary and required reconstruction and repair of the Project, Defendants TERRAVITA and DOES 1 through 100, have caused cosmetic, temporary or ineffective repairs to be made to various portions of the Project for the purpose of leading Association to believe that said Defendants were resolving and correcting all deficiencies. By virtue of such conduct, said Defendants are estopped to assert that the Association has not commenced this action in a timely fashion and are further estopped to assert that the Plaintiff may not seek the damages herein sought.

41. Association is informed and believes and thereon alleges that the above-described defects arose out of, were attributable to, and are directly and proximately caused by the above-described deficiencies in the design, specification, planning, supervision, observation of construction, development and/or improvement and any repairs to the Project, and that prior to the time when the defects were discovered by Association as set forth herein, they could not have been discovered by the exercise of reasonable diligence.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Breach of Implied Warranties)

(Against TERRAVITA, DOES 1 through 100 and DOES 176 through 225)

42. Association realleges and incorporates by reference paragraphs 1 through 41.

43. At the time each of the homes were purchased by individual members of Association, Defendants TERRAVITA and Docs 1 through 100 impliedly warranted that the

1 Common Areas were constructed in accordance with applicable law, according to sound
 2 standards of engineering and construction, in a commercially reasonable, habitable and
 3 workmanlike manner and free from defective materials.

4 44. Defendants TERRAVITA and Does 1 through 100 impliedly warranted that
 5 the Common Areas were of merchantable quality and were fit for ordinary residential and
 6 community purposes without significant defective construction or conditions un-remedied or
 7 unrepaired by said Defendants.

8 45. Association is informed and believes and thereon alleges that the Common
 9 Areas were not constructed in accordance with applicable law or according to sound standards
 10 of engineering and construction, were not constructed in a workmanlike manner, were not free
 11 from defective materials, and were not of proper durability, reliability, habitability,
 12 merchantability, and/or general quality and not fit for their intended use.

13 46. Association is informed and believes and thereon alleges that as a direct and
 14 proximate result of the defects set forth herein, Association has suffered damages in an
 15 amount precisely unknown, but believed to be within the jurisdiction of this Court in that it
 16 has been and will hereafter be required to perform works of repair, restoration, and
 17 construction to portions of the Common Areas to prevent further damages and to restore the
 18 structures to their proper condition. Association will establish the precise amount of such
 19 damages at trial, according to proof, for the following damages:

- 20 a. The cost of any repairs already made;
- 21 b. The cost of any repairs yet to be made that are necessary to cure any
- 22 construction defect;
- 23 c. The expenses of temporary housing reasonably necessary during the repairs;
- 24 d. The loss of the use of all or any part of the residences;
- 25 e. The value of any other property damaged by the construction defects;
- 26 f. The reduction in market value of the residences;
- 27 g. Any additional costs incurred by the Plaintiff, including, but not limited to, any
- 28 costs and fees incurred for the retention of experts;
- h. Any reasonable attorney's fees;

i. Any interest provided by statute;

WHEREFORE, Association prays for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

(Breach of Express Warranties)

(Against TERRAVITA, DOES 1 through 100 and DOES 176 through 225)

47. Association realleges and incorporates by reference paragraphs 1 through 41.

48. Association is informed and believes and thereon alleges that Defendants

TERRAVITA and DOES 1 through 100, expressly warranted through sales brochures of the subject premises, related advertising circulars and materials, and through the contracts of sale and related sales warranty information regarding the subject premises, that the Project, including the Common Areas, was designed and constructed in a commercially reasonable and habitable manner.

49. When Defendants TERRAVITA and DOES 1 through 100 offered the Project, including the Common Areas, for sale to the general public for use as residences, Association relied on the express representations of Defendants TERRAVITA and DOES 1 through 100 that the Common Areas were marketed for sale to the general public, and thus were of merchantable quality, suitable for their intended purpose, without major, significant defective construction or conditions, un-remedied or unrepaired by said Defendants.

50. Defendants TERRAVITA and DOES 1 through 100 breached these express warranties by selling the Project, including the Common Areas, with the above-described deficiencies in the design, specification, planning supervision, construction, observation of construction, development and/or improvement and repair of the Common Areas.

51. As a direct and proximate result of the breach of the express warranties by Defendants TERRAVITA and DOES 1 through 100, as alleged above, Association and its members have suffered damages stemming from the failure of the Common Areas, as set forth above.

52. Association is informed and believes and thereon alleges that as a direct and proximate result of the breaches set forth herein, Association has suffered damages in an amount precisely unknown, but believed to be within the jurisdiction of this Court in that it has been and will hereafter be required to perform investigations and works of repair,

1 restoration, and construction to portions of the Common Areas and individual homes to
 2 prevent further damage and to restore the structures to their proper condition, and/or will
 3 suffer damages in an amount the full nature and extent of which shall be ascertained
 4 according to proof at trial.

5 WHEREFORE, Association prays for judgment as hereinafter set forth.

6 **THIRD CAUSE OF ACTION**
 7 **(Negligence)**
 8 **(Against TERRAVITA and DOES 1 through 300)**

9 53. Association realleges and incorporates by reference Paragraphs 1 through 41.

10 54. Association is informed and believes and thereon alleges that Defendants
 11 TERRAVITA and DOES 1 through 300, were and are builders, contractors, general
 12 contractors, subcontractors, suppliers, material men, architects and/or engineers, or other
 13 persons, entities or professionals who participated in the process of design, engineering,
 14 manufacture, and/or construction of the Project, including the Common Areas, and who
 15 performed works of labor, supplied materials, equipment and/or services necessary for the
 16 building and construction, including supervision of construction of the Project with the
 17 knowledge that the Common Areas would be sold to and used by members of the public. In so
 18 doing, said Defendants in the capacity as builder, contractor, subcontractors, supplier,
 19 materialmen, architect, engineer, seller and/or general contractor or otherwise, caused the
 20 Project to be designed, engineered and/or constructed through their own works of labor, their
 21 supplying of materials, equipment and services, and through causing other contractors and
 22 subcontractors, including other Defendants to perform works of labor, to supply materials,
 23 equipment and services in order to properly complete the Project so that it could be sold to
 24 and used by members of the public.

25 55. Association is informed and believes and thereon alleges that Defendants
 26 TERRAVITA and DOES 1 through 300, whether builder, contractor, subcontractor, supplier,
 27 material men, architect, engineer or otherwise, negligently, carelessly, tortuously, and
 28 wrongfully failed to use reasonable care in the analysis, preparation, design, manufacture,
 construction, and/or installation of the Project.

1 56. Association is informed and believes and thereon alleges that Defendants
 2 TERRAVITA and DOES 1 through 300, whether builder, contractor, subcontractor, supplier,
 3 material men, architect, engineer or otherwise, performed work, labor and/or services for the
 4 construction of the Project, and each knew or should have known that if the Project was not
 5 properly or adequately designed, engineered, supervised and/or constructed, that the owners
 6 and users would be substantially damaged thereby, and that the Project would be defective
 7 and not of merchantable quality.

8 57. The Defendants TERRAVITA and DOES 1 through 300 were under a duty to
 9 exercise ordinary care as builder, contractor, subcontractor, supplier, material men, architect,
 10 engineer or otherwise to avoid reasonably foreseeable injury to users and purchasers of the
 11 Project, including the Common Areas, and knew or should have foreseen that purchasers
 12 and/or users would suffer the damages set forth herein if said Defendants, and each of them,
 13 failed to perform their duty to cause the Project to be designed, engineered and constructed in
 14 a proper workmanlike manner and fashion.

15 58. In performing the works of a builder and/or contractor, subcontractor, supplier,
 16 material man, architect, engineer or otherwise, Defendants TERRAVITA and DOES 1
 17 through 300 breached their duty owed to Association and neglected to perform the work,
 18 labor and services properly or adequately in that each said Defendant so negligently,
 19 carelessly and in an unworkmanlike manner performed the aforesaid work, labor and/or
 20 services such that the Project, including the Common Areas, was designed, engineered and/or
 21 constructed improperly, negligently, carelessly and/or in an unworkmanlike manner.

22 59. Association is informed and believes and thereon alleges that as a direct and
 23 proximate result of the conduct described herein, Association has suffered damages in an
 24 amount precisely unknown, but believed to be within the jurisdiction of this Court, in that it
 25 has been and will in the future be required to perform investigations and works of repair,
 26 restoration, and construction to portions of the Common Areas and homes to prevent further
 27 damage and to restore the Common Areas to their proper condition, and/or will suffer
 28 damages in an amount the full nature and extent of which shall be ascertained according to
 proof at trial.

1 WHEREFORE, Association prays for judgment as hereinafter set forth.

2 **FOURTH CAUSE OF ACTION**

3 **(Breach of Implied Warranties of Quality-NRS 116.4114)**

4 **(Against TERRAVITA, DOES 1 through 10 and DOES 176 through 225)**

5 60. Association realleges and incorporates by reference Paragraphs 1 through 41.

6 61. NRS 116.4114 provides that the defendants did warrant the suitability
(habitability) and quality of the community, including the Common Elements, regardless of
7 when they were developed and/or built. As set forth above, Defendants TERRAVITA and
8 DOES 1 through 10 are the declarant or affiliates of the declarant for the Anthem Country
9 Club development. NRS 116.4114 states that a declarant and any dealer impliedly warrants
10 that the Common Elements in the common-interest community are suitable for the ordinary
11 uses of real estate of its type and that any improvements made or contracted for by him, or
12 made by any person before the creation of the common- interest community, will be:

13 (a) Free from defective materials; and

14 (b) Constructed in accordance with applicable law, according to sound standards
15 of engineering and construction, and in a workmanlike manner.

16 62. Any conveyance of a unit transfers to the purchaser all of the Declarant's
17 implied warranties of quality.

18 63. Defendants TERRAVITA and DOES 1 through 10 did violate NRS 116.4114
19 by transferring ownership of Common Areas that were, in many respects, not suitable for use
20 or habitation, not free of defective materials and in violation of time-pertinent building codes
21 and standards.

22 64. The Association and by incorporation, its unit members, have been harmed by
23 these violations of warranty in many ways. Community property has been damaged by
24 ongoing failures of component systems. The cost to repair or replace conditions that have
25 been damaged, or are in violation of warranties, is expected to exceed \$50,000.00.

26 65. As a result of Defendants' violations of NRS Chapter 116, as expressed above,
27 Plaintiff has suffered actual damages and is entitled to be compensated for such damages,
28 including reasonable attorney's fees, investigative costs and punitive damages, if the

conduct of the Defendants is a result of their willful and material failure to comply with NRS

1 Chapter 116, NRS 116.4117.

2 WHEREFORE, Association prays for judgment as hereinafter set forth.

3 **FIFTH CAUSE OF ACTION**

4 (Violations of NRS 116.4102 and NRS 116.4103)

5 (Against TERRAVITA, DOES 1 through 10 and DOES 176 through 225)

6 66. The Association incorporates by reference paragraphs 1 - 41.

7 67. NRS 116.4102 and NRS 116.4103 provides that TERRAVITA and DOES 1
8 through 10 make full and accurate disclosures of the true condition of the Common Elements
9 of the community as part of the Public Offering Statements given to each original owner.

10 68. Plaintiff is informed and believes and thereon alleges that a Public Offering
11 Statement was provided to the Anthem Country Club homeowners by TERRAVITA and
12 DOES 1 through 10 and each of them, on or about the time that each homeowner purchased
13 their homes at the Anthem Country Club development. However, Plaintiff is informed and
14 believes and thereon alleges that the Public Offering Statement failed to disclose the true
15 condition of the Project and the Common Areas. TERRAVITA and DOES 1 through 10 and
16 each of them therefore wholly and completely failed to comply with the mandates of NRS
17 116.4102 and 116.4103.
18
19

20 69. The Association has been harmed by the failure of TERRAVITA and DOES 1
21 through 10 to disclose the true condition of the Common Areas. Community property has
22 been damaged by ongoing failures of component systems with problems that were not
23 disclosed, and that would have been discovered and disclosed by reasonable inspection. The
24 cost to repair or replace conditions that have been damaged, or are in violation of warranties,
25 that were not properly disclosed is expected to exceed \$50,000.00. Similarly, the Association
26 was not adequately funded to address these items, as set forth in Count Six. TERRAVITA
27
28

1 and DOES 1 through 10 are liable for false and/or misleading statements or the omission of
2 material facts, and are subject to a statutory action pursuant to NRS 116.4117, below.

3 70. As a result of TERRAVITA and DOES 1 through 10's violations of NRS
4 Chapter 116, as expressed above, Plaintiff has suffered actual damages and is entitled to be
5 compensated for such damages, including reasonable attorney's fees, investigation costs and
6 punitive damages, if the conduct of TERRAVITA and DOES 1 through 10 is a result of their
7 willful and material failure to comply with NRS Chapter 116. NRS 116.4117.

8 WHEREFORE, Association prays for judgment as hereinafter set forth.

9
10 **SIXTH CAUSE OF ACTION**
11 **(Violation of NRS 116.4102/NRS 116.4103/NRS 116.31038)**
12 **(Inadequate Reserves/Under- Funding)**
13 **(Against TERRAVITA, DOES 1 through 10 and DOES 176 through 225)**

14 71. The Association incorporates by reference paragraphs 1 - 41.

15 72. NRS 116.4103 requires TERRAVITA and DOES 1 through 10 to provide the
16 Association with an adequately funded operating budget and reserves for long-term repairs
17 and/or maintenance. TERRAVITA and DOES 1 through 10 and each of them, prior to sale
18 of the homes at the Anthem Country Club Development, commissioned a Reserve Study of
19 the development. Plaintiff is informed and believes and thereon alleges that this Reserve
20 Study was provided by TERRAVITA and DOES 1 through 10 and each of them to Plaintiff
21 when it was commissioned, and to each homeowner upon the purchase of their homes.

22 73. In the Reserve Study, TERRAVITA and DOES 1 through 10 did not provide
23 an adequate operating budget or reserves. TERRAVITA and DOES 1 through 10
24 commissioned a reserve study that assumed that the Common Areas were suitable for use or
25 habitation (untrue), free of defective materials (untrue), and without code violations (also
26 untrue). In fact, TERRAVITA and DOES 1 through 10 knew or should have known of the
27 contrary. They did not incorporate the true condition of the Common Areas in their budget
28 determinations, by intent, resulting in both inadequate budgets and long-term reserve
financing, as well as artificially low assessments, meant to attract and deceive prospective
customers in a proverbial 'bait-and-switch' scheme.

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74. Further, Plaintiff is informed and believes and thereon alleges that TERRA VITA and DOES 1 through 10 and each of them failed to fund the reserves as required by NRS 116.31038. Pursuant to NRS 116.31038, within 30 days of turning over control of the Association to the Plaintiff, TERRAVITA and DOES 1 through 10 were required to fund the reserve account of the Association with TERRAVITA and DOES 1 through 10's share of the reserve funds due.

75. TERRAVITA and DOES 1 through 10 wholly and completely failed to fund the reserve accounts as required under NRS 116.31038.

76. The Association has been harmed by the failure of TERRAVITA and DOES 1 through 10 to set adequate budgets and reserves, and their failure to adequately fund the reserve account of the Association. As a result of these actions and omissions by TERRA VITA and DOES 1 through 10, Association is not in a sound financial position to permanently repair Common Areas and community property that has been damaged by ongoing failures of component systems. The Association is not in a sound financial position to repair or replace conditions that are otherwise in need of repair or will be in need of repair before their existing budgeted estimates.

77. The Association also seeks relief pursuant to NRS 116.4102 because the Public Offering Statement, including (but not limited to) reserve studies and budgets, contain false and/or misleading statements, or omit material facts (i.e., the true condition of the Common Areas) that provide for an accurate financial statement for this community. TERRAVITA and DOES 1 through 10 are liable for false and/or misleading statements or the omission of material facts and are subject to a statutory action pursuant to NRS 116.4117, below.

78. As a result of TERRAVITA and DOES 1 through 10's violations of NRS Chapter 116, as expressed above, Plaintiff has suffered actual damages and is entitled to be compensated for such damages, including reasonable attorney's fees and punitive damages, if the conduct of TERRAVITA and DOES 1 through 10 is a result of their willful and material failure to comply with NRS Chapter 116. NRS 116.4117.

WHEREFORE, Association prays for judgment as hereinafter set forth.

SEVENTH CAUSE OF ACTION
(Violation of NRS 116.1113)
(Duty of Good Faith and Fair Dealing)
(Against TERRAVITA, DOES 1 through 100 and DOES 176 through 225)

79. Plaintiff incorporates by reference paragraphs 1 - 41.

80. The pattern and practice of conduct of TERRAVITA and DOES 1 through 100, including but not limited to the overall scheme creating and governing the Project and the Common Areas, incorporating ploys such as inadequate expert investigations, inadequate corrective measures, false and/or deceptive public offerings and under-funding, separate and/or together are violations of the duty of good faith and fair dealing owed to the Association and its members. NRS 116.1113.

81. The Association has been harmed in the various ways and manners described in other counts of this complaint and incorporated by reference.

WHEREFORE, Association prays for judgment as hereinafter set forth.

EIGHTH CAUSE OF ACTION
(Negligent Misrepresentation)
(Against TERRAVITA, DOES 1 through 10 and DOES 176 through 225)

82. The Association incorporates by reference paragraphs 1 - 41.

83. TERRAVITA and DOES 1 through 10 did negligently fail to provide full, complete or accurate statements or reports about the condition of the Common Areas in the following sales and financial documents: the Reserve Study; the Purchase and Sales Agreements and the related sales warranty information; the Public Offering Statement, including the financial statement and Budget; the marketing materials, including the sales brochures of the subject premises; and related advertising circulars and materials.

84. The representations about the condition and useful life of the community and/or its components, including the Common Areas, that were made were- in part- false and/or misleading.

85. The representations made about the financial condition of the community, including budgets, reserves, studies and/or other projections, were in large part false and misleading.

86. These representations were made orally and in writing to Association to induce

1 Association to accept conveyance and control of the Project and Common Areas, and

2 Association did accept conveyance and control of the Project and Common Areas.

3 87. These representations were made orally and in writing to individual members
4 of Association as part of TERRAVITA and DOES 1 through 10's sales program, to induce
5 members of Association to accept a conveyance of the homes within the Project, and
6 members did accept such conveyances.

7 88. Defendants made the representations as set forth herein in a careless and
8 reckless manner and with no reasonable basis for believing them to be true.

9 89. Defendants made the representations to Association and members of
10 Association, and/or reasonably expected that such representations would be made by others
11 including, without limitation, accountants, real estate agents, brokers and predecessors-in-
12 interest to the members, and said representations were made based upon the
13 misrepresentations by TERRAVITA and DOES 1 through 10.

14 90. Actually and justifiably relying upon such negligent misrepresentations as
15 herein alleged, Association accepted conveyance and control of the Project and Common
16 Areas, and Association members entered into contracts for the purchase of and did
17 purchase homes within the Project. The facts which have been misrepresented to Association
18 and to Association members were material to the Association's decision to accept
19 conveyance and control of the Project and Common Areas, and to Association's members'
20 decisions to purchase the homes. Had they been aware of the true facts, Association would
21 not have accepted conveyance and control of the Project and Common Areas and Association
22 members would not have purchased the homes.

23 91. The negligent misrepresentations of TERRAVITA and DOES 1 through 10
24 were material, and the Association and its members did rely upon them to their prejudice,
25 injury and/or harm.

26 92. TERRAVITA and DOES 1 through 10's false and/or misleading
27 representations were the proximate and legal cause of harm, including ongoing and continued
28 damage to Association property, including but not limited to damage and/or harm in the
future, prospective repair and maintenance costs, and various economic losses.

1 WHEREFORE, Association prays for judgment as hereinafter set forth.

2 **NINTH CAUSE OF ACTION**
 3 **(Intentional Misrepresentation)**

4 **(Against TERRAVITA, DOES 1 through 10 and DOES 176 through 225)**

5 93. The Association incorporates by reference paragraphs 1 - 41.

6 94. TERRAVITA and DOES 1 through 10 did intentionally fail to provide full,
 7 complete or accurate statements or reports about the condition of the Common Areas in the
 8 following sales and financial documents: the Reserve Study; the Purchase and Sales
 9 Agreements and the related sales warranty information; the Public Offering Statement,
 10 including the financial statement and Budget; the marketing materials such as the sales
 11 brochures of the subject premises; and related advertising circulars and materials.

12 95. The representations about the condition and useful life of the community
 13 and/or its components, including the Common Areas, that were made were, in part,
 14 false and/or misleading.

15 96. The representations made about the financial condition of the community,
 16 including budgets, reserves, studies and/or other projections, were in large part false and
 17 misleading.

18 97. These representations were made orally and in writing to Association to induce
 19 Association to accept conveyance and control of the Project and Common Areas, and
 20 Association did accept conveyance and control of the Project and Common Areas.

21 98. These representations were made orally and in writing to individual members
 22 of Association as part of TERRAVITA and DOES 1 through 10's sales program, to induce
 23 members of Association to accept a conveyance of the homes within the Project, and
 24 members did accept such conveyances.

25 99. These representations were false and were made with the intent to deceive and
 26 induce members of Association to accept a conveyance of the homes within the Project, and
 27 members did accept such conveyances.

28 100. Defendants made the representations to Association and members of

1 Association with the intent that said representations would be made by others including,
 2 without limitation, accountants, real estate agents, brokers and predecessors-in-interest to the
 3 members, and the representations were made based upon the misrepresentations by
 4 Defendants.

5 101. Actually and justifiably relying upon such intentional misrepresentations as
 6 herein alleged, Association accepted conveyance and control of the Project and Common
 7 Areas and Association members entered into contracts for the purchase of and did
 8 purchase homes within the Project. The facts which have been misrepresented to Association
 9 and to Association's members were material to the Association decision to accept conveyance
 10 and control of the Project and Common Areas, and to Association members' decisions to
 11 purchase the homes. Had they been aware of the true facts, Association would not have
 12 accepted conveyance and control of the Project and Common Areas and Association
 13 members would not have purchased the homes.

14 102. The intentional misrepresentations of TERRAVITA and DOES 1 through 10
 15 were material, and the Association and its members did rely upon them to their prejudice,
 16 injury and/or harm.

17 103. TERRAVITA and DOES 1 through 10's false and/or misleading
 18 representations were the proximate and legal cause of harm, including ongoing and continued
 19 damage to Association property, including but not limited to damage and/or harm in the
 20 future, prospective repair and maintenance costs, and various economic losses.

21 WHEREFORE, Association prays for judgment as hereinafter set forth.

22 **TENTH CAUSE OF ACTION**
 23 **(Professional Negligence)**
 24 **(Against DOES 101 through 125)**

25 104. Plaintiff incorporates by reference Paragraphs 1 through 41.

26 105. DOE Design Professionals 101 through 125 fell below the
 27 professional standard of care for an architect or engineer by accepting work that was, in part,
 28 incompetent, unqualified and/or unlicensed to provide, by failing to conduct a reasonable or

adequate inspection of the Common Areas, and by representing that the Common Areas and its major components were in a good and sound condition, when many are clearly not, and have a useful life (suitability for use) that is far longer than actual or reasonable.

106. These Defendants' professional negligence was a legal and proximate cause of injury, harm and damage to the Association and the community, including ongoing and continued damage to the Common Areas, including but not limited to damage and/or harm in the future, prospective repair and maintenance costs, and various economic losses.

WHEREFORE, Association prays for judgment as hereinafter set forth.

PRAYER

WHEREFORE, Association prays for judgment against Defendants TERRAVITA and DOES I through 300, and each of them, as follows:

1. For general and special damages in excess of \$50,000.00;
2. For prejudgment interest;
3. For cost of suit and attorneys' fees incurred by Plaintiff herein; and
4. For such other and further relief as the Court may deem just and proper.

DATED: February 3, 20100

ANGIUS & TERRY LLP

/s/ Melissa Bybee

Paul P. Terry, Jr., SBN 7192

John J. Stander, SBN 9198

Melissa Bybee, SBN 8390

Asmara Tarar, SBN 10999

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1120 Town Center Drive, Suite 260

Las Vegas, Nevada 89144

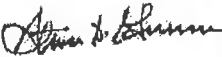
Attorneys for Plaintiff

EXHIBIT 53

Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the *Anthem* action (ISIC 2686-2703)

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Attorneys for Defendant/Third-Party Plaintiff
TERRAVITA HOME CONSTRUCTION CO.

DISTRICT COURT
CLARK COUNTY, NEVADA

12 ANTHEM COUNTRY CLUB)	
13 COMMUNITY ASSOCIATION, INC. a)	
14 Nevada non-profit mutual benefit)	CASE NO.: A634626
corporation)	DEPT. NO.: XXII
15 Plaintiff,)	
16 vs.)	TERRAVITA HOME CONSTRUCTION
17 TERRAVITA HOME CONSTRUCTION)	CO.'S THIRD-PARTY COMPLAINT
18 COMPANY, INC., an Arizona)	
19 corporation; and DOES 1 through 300)	
20 Defendants.)	
21 TERRAVITA HOME CONSTRUCTION)	
22 COMPANY, INC., an Arizona)	
23 corporation)	
24 Third-Party Plaintiff,)	
25 vs.)	
26 AMERICAN ASPHALT & GRADING)	
27 COMPANY, a Nevada corporation,)	

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ISIC 2686

AA003139

(Page 4 of 21)

1 BOBS CONSTRUCTION, INC., a)
 Nevada corporation, CEDCO, INC. a)
 2 Nevada corporation, CHIEF)
 3 CONCRETE, INC., a Nevada)
 corporation, FRADELLA IRON)
 4 WORKS, INC., a Nevada corporation,)
 5 GOTHIC LANDSCAPING, INC., a)
 Foreign Corporation, MASONRY)
 6 BUILDERS OF NEVADA, a Nevada)
 corporation, MS CONCRETE CO., INC.,)
 7 a Nevada Corporation, PETE KING)
 8 NEVADA CORPORATION, a Nevada)
 corporation, SOUTHERN NEVADA)
 9 PAVING, INC., a Nevada corporation,)
 10 STEWART & SUNDELL, LLC., a)
 Nevada limited liability corporation,)
 11 TRAFFIC MASTERS, an unknown)
 12 entity, WESTERN PIPELINE)
 CONSTRUCTION CORPORATION a)
 13 Nevada corporation, and ROES 1-250)
 14)
 15)
 16)

Third-Party Defendants)

17
 18 COMES NOW Third-Party Plaintiff TERRAVITA HOME CONSTRUCTION CO.
 19 (hereinafter "Third-Party Plaintiff") by and through its attorneys Koeller, Nebeker, Carlson &
 20 Haluck, LLP, and hereby state this Third-Party Complaint against American Asphalt & Grading
 21 Company, a Nevada corporation, Bobs Construction, Inc., a Nevada corporation, Cedco, Inc., a
 22 Nevada corporation, Chief Concrete, Inc., a Nevada corporation, Fradella Iron Works, Inc., a
 23 Nevada corporation, Gothic Landscaping, Inc., a Foreign Corporation, Masonry Builders of
 24 Nevada, a Nevada corporation, MS Concrete Co., Inc., a Nevada Corporation, Pete King Nevada
 25 Corporation, a Nevada corporation, Southern Nevada Paving, Inc., a Nevada corporation,
 26 Stewart & Sundell, LLC., A Nevada limited liability corporation, Traffic Masters, an unknown
 27
 28

(Page 5 of 21)

1 entity, Western Pipeline Construction Corporation, a Nevada corporation, and ROES 1-250
 2 (hereinafter collectively "Third-Party Defendants"), as follows:

3 GENERAL ALLEGATIONS

4 1. Third-Party Plaintiff Terravita Home Construction Co. is an Arizona corporation
 5 and is, and at all times relevant herein, was authorized to do business in the State of Nevada.

6 2. At all times relevant herein, each of the Third-Party Defendants were entities
 7 doing business in the State of Nevada and performed architectural, engineering, or construction
 8 related work and/or supplied materials for the construction of the common area elements of the
 9 residential development known as Anthem Country Club located in the City of Henderson,
 10 County of Clark, State of Nevada.

11 3. Each of the Third-Party Defendants were architects, engineers, suppliers,
 12 manufacturers or subcontractors who performed engineering, architectural or construction
 13 activities for the common area elements located within and throughout the Anthem Country
 14 Club development or who supplied or provided to one of the other architects, engineers or
 15 subcontractors materials and/or other items which were installed into and/or became a part of
 16 the Anthem Country Club development.

17 4. Third-Party Defendant, AMERICAN ASPHALT & GRADING COMPANY a
 18 Nevada corporation, was at all times material hereto, a legal entity doing business in Nevada
 19 who designed, engineered and/or performed the work for, construction of, and/or installation of
 20 or supplied materials for the construction of the common area elements of the Anthem Country
 21 Club development.

22 5. Third-Party Defendant, BOB'S CONSTRUCTION, INC. a Nevada corporation,
 23 was at all times material hereto, a legal entity doing business in Nevada who designed,
 24 engineered and/or performed the work for, construction of, and/or installation of or supplied
 25 materials for the construction of the common area elements of the Anthem Country Club
 26 development.

(Page 6 of 21)

1 6. Third-Party Defendant, CEDCO, INC., a Nevada corporation, was at all times
2 material hereto, a legal entity doing business in Nevada who designed, engineered and/or
3 performed the work for, construction of, and/or installation of or supplied materials for the
4 construction of the common area elements of the Anthem Country Club development.

5 7. Third-Party Defendant, CHIEF CONCRETE, INC, a Nevada corporation, was at
6 all times material hereto, a legal entity doing business in Nevada who designed, engineered
7 and/or performed the work for, construction of, and/or installation of or supplied materials for
8 the construction of the common area elements of the Anthem Country Club development.

9 8. Third-Party Defendant, FRADELLA IRON WORKS, INC., a Nevada
10 corporation, was at all times material hereto, a legal entity doing business in Nevada who
11 designed, engineered and/or performed the work for, construction of, and/or installation of or
12 supplied materials for the construction of the common area elements of the Anthem Country
13 Club development.

14 9. Third-Party Defendant, GOTHIC LANDSCAPING, INC., a foreign corporation,
15 was at all times material hereto, a legal entity doing business in Nevada who designed,
16 engineered and/or performed the work for, construction of, and/or installation of or supplied
17 materials for the construction of the common area elements of the Anthem Country Club
18 development.

19 10. Third-Party Defendant, MASONRY BUILDERS OF NEVADA, a Nevada
20 corporation, was at all times material hereto, a legal entity doing business in Nevada who
21 designed, engineered and/or performed the work for, construction of, and/or installation of or
22 supplied materials for the construction of the common area elements of the Anthem Country
23 Club development.

24 11. Third-Party Defendant, MS CONCRETE, INC, a Nevada corporation, was at all
25 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or
26 performed the work for, construction of, and/or installation of or supplied materials for the
27 construction of the common area elements of the Anthem Country Club development.

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(Page 7 of 21)

12. Third-Party Defendant, PITE KING NEVADA CORPORATION a Nevada corporation, was at all times material hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the work for, construction of, and/or installation of or supplied materials for the construction of the common area elements of the Anthem Country Club development.

13. Third-Party Defendant, SOUTHERN NEVADA PAVING, INC., a Nevada corporation, was at all times material hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the work for, construction of, and/or installation of or supplied materials for the construction of the common area elements of the Anthem Country Club development.

14. Third-Party Defendant, STEWARD & SUNDELL, LLC a Nevada limited liability corporation, was at all times material hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the work for, construction of, and/or installation of or supplied materials for the construction of the common area elements of the Anthem Country Club development.

15. Third-Party Defendant, TRAFFIC MASTERS, an unknown entity, was at all times material hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the work for, construction of, and/or installation of or supplied materials for the construction of the common area elements of the Anthem Country Club development.

16. Third-Party Defendant, WESTERN PIPELINE CONSTRUCTION CORPORATION, a Nevada corporation, was at all times material hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the work for, construction of, and/or installation of or supplied materials for the construction of the common area elements of the Anthem Country Club development.

17. The true names and capacities, whether individual, corporate, associate or otherwise, of the Third-Party Defendants designated herein as ROES 1-250, are unknown to Third-Party Plaintiff, who therefore sues said Third-Party Defendants by such fictitious names,

(Page 8 of 21)

1 and who will seek leave of Court to amend this Third-Party Complaint to set forth their true
 2 names and capacities, together with the appropriate charging allegations, when same have been
 3 ascertained. Third-Party Defendants ROES 1-250, and/or, each of them, are responsible to
 4 Third-Party Plaintiff as subcontractors, design professionals, maintenance contractors, suppliers,
 5 manufacturers, insurers or in other capacities based on the facts and theories alleged herein.

6 FIRST CLAIM FOR RELIEF

7 Breach of Contract

8 18. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 17
 9 of this Third-Party Complaint as though fully set forth herein.

10 19. Third-Party Plaintiff is informed and believes, and thereon alleges, that pursuant
 11 to the terms of said written agreements, and wherever else referenced, Third-Party Defendants
 12 and ROES 1-250, and each of them, undertook obligations, including but not limited to,
 13 maintaining commercial general liability policies, naming Third-Party Plaintiff as Additional
 14 Insureds under their respective policies of liability insurance, indemnifying Third-Party
 15 Plaintiff, defending Third-Party Plaintiff, and performing their work in a good and workmanlike
 16 manner in accordance with the contract, plans, and specifications for the construction of the
 17 residences, at the Anthem Country Club development as follows:

18 INSURANCE: Contractor shall maintain at all times during performance of said
 19 Work:

- 20 i) statutory worker's compensation insurance and employer's liability
 21 insurance in the amount of the State of Nevada's statutory limits to cover
 all employees engaged in the Work;
- 22 ii) commercial general liability insurance with minimum limits of \$1,000,000
 23 combined single limit per occurrence, \$2,000,000 general aggregate;
- 24 iii) \$2,000,000 products/completed operations aggregate; and
- 25 iv) automobile liability insurance for all owned, non-owned, and hired vehicles
 26 with a minimum limit of \$500,000 combined single limit per accident.

27 The commercial general liability insurance shall specifically include coverage for
 28 Contractor's obligations under any indemnification/hold harmless provisions in

(Page 9 of 21)

1 this Contract. Contractor may satisfy a portion of the employer's
 2 liability/occupational disease, commercial general liability, or automobile liability
 3 limits with following form excess or umbrella excess liability insurance. The
 4 commercial general liability policy shall be endorsed to include Del Webb
 5 Corporation, Del Webb's subsidiaries, and affiliates, and their respective directors,
 6 officers, employees, and agents, (hereinafter sometimes collectively referred to as
 7 "Webb" in this Section only) as additional insureds, with respect to any claims,
 8 losses, expenses, or other costs arising out of this Contract, and shall also be
 9 endorsed as primary coverage with respect to any other insurance which may be
 10 carried by Webb. It is expressly agreed that any other insurance covering Webb is
 11 over and non-contributing with Contractor's commercial general liability
 12 insurance.

13 Certificates of insurance evidencing the worker's compensation, commercial
 14 general liability, and automobile liability coverages required herein shall be filed
 15 with Webb within five (5) days following the execution of this Contract prior to
 16 the commencement of any Work thereunder and shall be maintained in a current
 17 status throughout the term of this Contract. Such certificates of insurance shall
 18 require the insurer (s) to provide not less than thirty (30) days advance written
 19 notice to Webb in the event of any cancellation, non-renewal or material change
 20 in the policy limits, terms or conditions. All of the coverages required herein shall
 21 be maintained with insurers rated "B+" or better in the most current edition of
 22 Best's Insurance Reports.

23 The worker's compensation/employer's liability/occupational disease insurance
 24 required herein may be maintained with the state worker's compensation fund
 25 operating in the state in which the job-site is located. Contractor shall
 26 immediately notify Webb in writing, of any incident, occurrence, injury, or
 27 situation arising in connection with this Contract which may give rise to any
 28 claim, or loss under any of the aforementioned insurance coverages.

Contractor hereby waives Contractor's right of recovery against Webb for any
 claims, losses, expenses, or the costs Contractor may sustain arising out of this
 Contract and shall cause the worker's compensation policy to be specifically
 endorsed to waive all rights of subrogation against Webb. Contractor shall
 maintain Contractor's commercial general liability insurance described above for
 not less than five (5) years following the completion of this Contract. Contractor
 also shall maintain adequate property insurance on and security for all equipment
 and building materials whether on-site, or off-site until such time they are
 incorporated in the Work and finally acceptance by Webb, as described below.
 Contractor hereby waives Contractor's right of recovery against Webb for any loss
 of, or damage to such equipment and building materials, including any loss of use
 claim, and shall cause each such property insurance policy to include a waiver of
 subrogation in favor of Webb.

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20. Third-Party Plaintiff has fully performed all conditions, covenants and promises required of them in accordance with the terms and conditions of said written agreements.

21. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-party Defendants and ROES 1-250, and each of them, have breached said written agreements by refusing and failing to comply with their contractual obligations to maintain liability insurance, to name Third-Party Plaintiff as additional insureds under said policies of liability insurance, to indemnify Third-Party Plaintiff, to defend Third-Party Plaintiff, and to perform their work in a good and workmanlike manner, without defects, and in accordance with said written agreements.

22. Third-Party Plaintiff has necessarily engaged Koeller, Nebeker, Carlson & Haluck, LLP to represent them in the defense of Plaintiff's Complaint for Damages, and in this Third-Party Complaint, and have incurred legal fees, court costs, and investigations costs, and will in the future incur further fees and costs by reason of Plaintiff's Complaint for Damages referenced herein.

SECOND CLAIM FOR RELIEF

Express Indemnity

23. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 22 of this Third-Party Complaint as though fully set forth herein.

24. Third-Party Plaintiff is informed and believes, and based thereon alleges, that it entered into written agreements with Third-Party Defendants, and ROES 1-250 wherein said Third-Party Defendants agreed to satisfy, among other things, the following specific terms:

INDEMNIFICATION: Contractor shall indemnify, protect, defend, and hold harmless Del Webb from and against any and all "Claims" (defined below) directly or indirectly caused by Contractor's negligent or intentional act or omission, regardless of whether such act or omission is active or passive, in Contractor's performance of (or failure to perform) the Work covered by this Contract, including without limitation, the failure to discover dangerous conditions or events regardless of any active or passive negligence of or by Del Webb, but excluding any gross negligence or willful misconduct by Del Webb. For purposes of this indemnification "Del Webb" shall include parent and subsidiary corporations, and the officers, directors, agents, and employees of Del

(Page 11 of 21)

Webb and such parents and subsidiaries. "Claims" shall mean all claims, demands, causes of action, injuries, losses, damages, liabilities, costs, charges, judgments, or expenses, including without limitation, attorneys' fees, for:

- i) personal injury to any person (including employees of Del Webb and Contractor);
- ii) property damage; and
- iii) any and all penalties, fines or assessments imposed on account of any violation of any law or statute required to be complied with by Contractor.

Contractor shall at Contractor's own cost and expense and risk, defend all suits, actions, or other proceedings that may be instituted by a third party against Del Webb covered by this indemnification. Contractor shall reimburse Del Webb for any expenses Del Webb incurs in enforcing this indemnification.

25. Third-Party Plaintiff is informed and believes, and thereon alleges, the defects and damages alleged by Plaintiff in its Complaint for Damages involve alleged defects and alleged damages to portions of the Anthem Country Club development. Third-Party Plaintiff is informed and believes, and thereon alleges, that any damages alleged by Plaintiff were caused by Third-Party Defendants and ROES 1-250, and each of them, arising out of and connected with the performance of their obligations pursuant to those written agreements herein referred to and entered into by the above-specified Third-Party Defendants.

26. Third-Party Plaintiff has made a demand or by this Third-Party Complaint demand that Third-Party Defendants and ROES 1-250, defend, indemnify, release, and hold harmless Third-Party Plaintiff for any liability, and the resulting sums to be paid, which are assigned to Third-Party Plaintiff due to judgment on, or settlement of, the allegations in Plaintiff's Complaint for Damages.

27. Third-Party Plaintiff is informed and believes, and thereon alleges that Third-Party Defendants, have failed and refused to, and continue to fail and refuse to defend, indemnify, release and hold harmless Third-Party Plaintiff.

28. Third-Party Plaintiff has necessarily retained Koeller, Nebeker, Carlson & Haluck, LLP to defend against the Complaint for Damages filed by Plaintiffs, thereby incurring costs and attorneys' fees in the defense of this action and in the prosecution of this Third-Party

(Page 12 of 21)

1 Complaint. Third-Party Plaintiff will seek leave of Court to amend this Third-Party Complaint
 2 to show the amount of said cost of attorneys' fees when the same becomes known to Third-
 3 Party Plaintiff.

4 29. Third-Party Plaintiff is entitled to express indemnity from the above-specified
 5 Third-Party Defendants, and each of them, pursuant to the terms of the written agreements
 6 entered into between Third-Party Plaintiff and each of the specified Third-Party Defendants,
 7 including costs and attorneys' fees according to proof at trial.

8 THIRD CLAIM FOR RELIEF

9 Equitable Indemnity

10 30. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 29
 11 of this Third-Party Complaint as though fully set forth herein.

12 31. Third-Party Plaintiff, by way of its Answer to Plaintiff's Complaint for
 13 Damages, has denied and continues to deny Plaintiffs' allegations and has asserted by way of
 14 Answer the appropriate affirmative defenses.

15 32. In the event that the trier of fact concludes that the allegations of Plaintiff are
 16 true, and if Third-Party Plaintiff is held liable to Plaintiffs in said action, then Third-Party
 17 Plaintiff alleges that any responsibility found on the part of Third-Party Plaintiff will be due to
 18 the negligence and/or fault of Third-Party Defendants, ROES 1-250, and each of them.

19 33. By reason of the foregoing, if Plaintiff should recover judgment against Third-
 20 Party Plaintiff and/or if Third-Party Plaintiff should enter into a settlement or compromise with
 21 Plaintiff, then Third-Party Plaintiff will be entitled to judgment in the like amount, or in
 22 proportion to fault, for comparative indemnity over and against Third-Party Defendants, ROES
 23 1-250, and each of them, and in addition, Third-Party Plaintiff will be entitled to recover from
 24 Third-Party Defendants, ROES 1-250, and each of them, all costs, expenses, and attorneys' fees
 25 that Third-Party Plaintiff incurs in the preparation of its defense of the principal action, and in
 26 the preparation, presentation and prosecution of this Third-Party Complaint, respectively.

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(Page 13 of 21)

FOURTH CLAIM FOR RELIEF**Breach of Express Warranty**

34. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 33 of this Third-Party Complaint as though fully set forth herein.

35. The written agreements between Third-Party Plaintiff and Third-Party Defendants provide the description of the work to be performed by Third-Party Defendants, and their guarantee and warranty of said work as follows:

WARRANTY: If at any time during one (~1 year after the date of completion and acceptance of the Work by Anthem Country Club (or such longer period as may be specified in Exhibit "B" attached hereto), any part of the materials or workmanship furnished by Contractor shall prove to be defective or not in conformity with plans and specifications, Contractor shall be responsible for the replacement or repair of the non-conforming or defective Work to Anthem Country Club's satisfaction, including all costs incidental thereto, without cost to Anthem Country Club. In the event Contractor's Work on this project terminates prior to the expiration date of all warranty periods, Contractor will remain obligated to fulfill Contractor's responsibilities for all such Work covered by this Contract. Anthem Country Club reserves the right to withhold from current and future payables due under this Contract, for a period of ninety (90) days following the termination of this Contract, an amount equal to ten percent (10%) of the total amount to be paid for Work completed under the terms hereof to off-set any expenses incurred by Anthem Country Club to complete unfinished Work or any Work not meeting the requirements of this Contract, including warranty Work. At the end of such ninety (90) day period, all amounts withheld that have not been applied or are not required to be applied to the cost of such non-conforming Work, warranty Work, or completion items, shall be paid to Contractor. This warranty shall not limit or void any extended or longer warranty provided under applicable law for a latent construction defect, or under any case law extending the warranty provided by the developer to the buyer of any residential unit.

36. As set forth in the written agreements between Third-Party Plaintiff and Third-Party Defendants, and as further alleged above and elsewhere in this Third-Party Complaint, Third-Party Defendants, ROES 1 - 250, and each of them, agreed and guaranteed to perform their work in a good and workmanlike manner.

37. Third-Party Plaintiff relied upon such warranties and believed in good faith that the construction of the Anthem Country Club development would comply with approved plans

(Page 14 of 21)

and specifications for the Anthem Country Club development and would be free from defective construction or workmanship.

38. Third-Party Plaintiff has fully performed all conditions and promises required on its part to be performed in accordance with the terms and conditions of the underlying written agreements.

39. Third-Party Plaintiff has provided notice, or by this Third-Party Complaint provides notice, to the Third-Party Defendants, ROES 1 - 250, and each of them, of claims asserted by Plaintiff, which if true, would trigger the warranty provisions identified above and elsewhere in the Third-Party Complaint.

40. Third-Party Plaintiff has undertaken defense of the matter in question and if Plaintiff recovers judgment against Third-Party Plaintiff for failure to comply with the approved plans and specifications, or alleged defective construction or workmanship, or if Third-Party Plaintiff incurs any expense in the defense of said lawsuit, then Third-Party Plaintiff alleges that it is entitled to judgment over and against Third-Party Defendants, ROES 1 - 250, and each of them, for all sums that Third-Party Plaintiff incurs by reason of said judgment, settlement, and expense of litigation, including reasonable attorneys' fees and costs, as provided by the contract agreement.

FIFTH CLAIM FOR RELIEF

Breach of Implied Warranty

41. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 40 of this Third-Party Complaint as though fully set forth herein.

42. Third-Party Plaintiff is informed and believes, and thereon alleges that Third-Party Defendants and ROES 1-250, impliedly warranted that the work performed by Third-Party Defendants at the Anthem Country Club development was performed in a reasonably workmanlike manner.

43. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendants and ROES 1-250, impliedly warranted that their work that the common area

(Page 15 of 21)

elements of the Anthem Country Club development were of merchantable quality and safe and fit for their foreseeable or intended use.

44. Plaintiff has alleged in its Complaint for Damages that the Third-Party Plaintiff is somehow liable for the damage, if any, it has alleged. Third-Party Plaintiff, by way of their Answer to Plaintiff's Complaint for Damages, has denied and continues to deny Plaintiff's allegations and have asserted, by way of Answer, the appropriate affirmative defenses. If at the trial of this action, it should be determined that Third-Party Plaintiff is in some manner responsible to Plaintiff, then Third-Party Plaintiff is informed and believes, and thereon alleges, that the proximate cause of Plaintiff's damage, if any, was a result of Third-Party Defendants' failure to construct the common area elements of the Anthem Country Club development in a reasonably workmanlike manner as warranted by Third-Party Defendants, ROES 1-250, and each of them, and therefore Third-Party Defendants and ROES 1-250 have breached their implied warranty.

45. Third-Party Plaintiff intends this Third-Party Complaint to constitute notice to said Third-Party Defendants and ROES 1-250 of the breach of said implied warranty.

46. Third-Party Plaintiff alleges that, by virtue of their breach of implied warranty, Third-Party Defendant and ROES 1-250 are liable to Third-Party Plaintiff for resulting damages, including, but not limited to the expenses in defending Plaintiff's Complaint for Damages, any judgment or settlement ultimately favoring Plaintiff, and the expense of maintaining this Third-Party Complaint.

SIXTH CLAIM FOR RELIEF

Declaratory Relief Regarding Duty to Defend Against All Third-Party Defendants, ROES 1-250

47. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 46 of this Third-Party Complaint as though fully set forth herein.

48. An actual controversy exists between Third-Party Plaintiff and Third-Party Defendants, and all ROES 1-250, as to their rights and liabilities with respect to any ultimate

(Page 16 of 21)

responsibility to Plaintiff and with respect to the rights of the Third-Party Plaintiff to receive, or duty of the Third-Party Defendants to provide, a defense to Third-Party Plaintiff.

49. Third-Party Plaintiff contends that, if Plaintiff's claims arise out of or in any manner are connected to the work, materials or services provided by Third-Party Defendants, or the contracts between Third-Party Plaintiff and the Third-Party Defendants expressly provide for the defense of Third-Party Plaintiff against the claims of Plaintiff, then Third-Party Defendants have an obligation to defend Third-Party Plaintiff without, and before, a determination of the fault of the Third-Party Defendants for the damages alleged by Plaintiff.

50. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendants and ROES 1-250 contend to the contrary. Therefore, an actual controversy exists relative to the legal rights and duties of the respective parties pursuant to their written agreements, which controversy Third-Party Plaintiff requests the court to resolve in the form of Declaratory Judgment.

SEVENTH CLAIM FOR RELIEF
Declaratory Relief Regarding Duty to Indemnify
Against All Third-Party Defendants, ROES 1-250

51. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 50 of this Third-Party Complaint as though fully set forth herein.

52. An actual controversy exists between Third-Party Plaintiff and Third-Party Defendants, and ROES 1-250 as to their rights and liabilities with respect to any ultimate responsibility to Plaintiff and with respect to the rights to receive, or duty to give, indemnification in proportion to their comparative fault, if any.

53. Third-Party Plaintiff contends that if it suffers judgment in the action brought by Plaintiff or if it pays monies by way of reasonable compromise of said claim, then Third-Party Plaintiff is entitled to be indemnified by all Third-Party Defendants and ROES 1-250, and entitled to judgment over and against Third-Party Defendants and ROES 1-250, to the extent that Third-Party Plaintiff's financial responsibility to Plaintiff exceeds the percentage of Third-Party Plaintiff's negligence, fault, or liability, if any.

(Page 17 of 21)

54. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendants and ROES 1-250, contend to the contrary. Therefore, an actual controversy exists relative to the legal rights and duties of the respective parties pursuant to their written agreements, which controversy Third-Party Plaintiff requests the court to resolve in the form of Declaratory Judgment.

EIGHTH CLAIM FOR RELIEF

Declaratory Relief Regarding Duty to Name Third-Party Plaintiff as Additional Insured Against ROES 1-250

55. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 54 of this Third-Party Complaint as though fully set forth herein.

56. An actual controversy has arisen and now exists between Third-Party Plaintiff and Third-Party Defendant Insurers, concerning their respective rights and duties in that Third-Party Plaintiff contends it is an additional insured under the policies of insurance provided by Third-Party Defendant Insurers to various Third-Party Defendants under the terms of the Third-Party Defendants' liability policies of insurance provided by Third-Party Defendant Insurers.

57. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendant Insurers contend to the contrary. Therefore, an actual controversy exists relative to the legal rights and duties of the respective parties pursuant to their written agreements, which controversy Third-Party Plaintiff requests the court to resolve in the form of Declaratory Judgment.

NINTH CLAIM FOR RELIEF

Contribution

Against All Third-Party Defendants, ROES 1-250

58. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 57 of this Third-Party Complaint as though fully set forth herein.

59. Third-Party Plaintiff contends that it is not responsible legally or otherwise for the damage created from the Constructional Defects alleged by Plaintiff in this litigation. Despite this, Third-Party Plaintiff has incurred expenses investigating and repairing, among

(Page 18 of 21)

1 other expenses, common area elements of the Anthem Country Club that have been damaged by
 2 Third-Party Defendants:

3 60. In the event that the trier of fact concludes that the allegations of Plaintiff are
 4 true, and if Third-Party Plaintiff is held liable to Plaintiff in said action, then Third-Party
 5 Plaintiff alleges that any responsibility found on the part of Third-Party Plaintiff will be due to
 6 the negligence and/or fault of Third-Party Defendants and ROES 1-250 and each of them

7 61. By reason of the foregoing, if Plaintiff should recover judgment against Third-
 8 Party Plaintiff and/or if Third-Party Plaintiff should enter into a settlement or compromise with
 9 Plaintiff, then Third-Party Plaintiff will be entitled to contribution over and against Third-Party
 10 Defendants, ROES 1-250, and each of them, for all costs, expenses, and attorneys' fees that
 11 Third-Party Plaintiff incur in the preparation and presentation of its defense of the principal
 12 action, and in the preparation, presentation and prosecution of this Third-Party Complaint,
 13 respectively.

14 62. Third-Party Plaintiff has necessarily engaged the law firm Koeller, Nebeker,
 15 Carlson & Haluck, LLP to represent them in the defense of the Plaintiff's Complaint for
 16 Damages, and in this Third-Party Complaint, and have incurred legal fees, courts costs, and
 17 investigation costs, and will in the future incur further fees and costs by reason of Plaintiff's
 18 Complaint for Damages referenced herein.

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(Page 19 of 21)

1 WHEREFORE, Third-Party Plaintiff respectfully request that this Court enter
 2 judgment against Third-Party Defendants and ROES 1-250, and each of them as follows:

3 1. A determination that each Third-Party Defendant and ROES 1-250, and each of
 4 them, contributed in some percentage to the loss, damage and detriment alleged
 5 by Plaintiff and for a declaration of percentages by which the conduct of Third-
 6 Party Defendants and ROES 1-250 and each of them, contributed to the loss,
 7 damage and detriment, if any, of the Plaintiff;

8 2. A determination that Third-Party Plaintiff is an additional insured under the
 9 policies of insurance provided by Third-Party Defendant Insurers to various
 10 Third-Party Defendants under the terms of the Third-Party Defendants' liability
 11 policies of insurance provided by Third-Party Defendant Insurers

12 3. That if Plaintiff should recover sum or judgment against Third-Party Plaintiff,
 13 that Third-Party Plaintiff should have judgment against Third-Party Defendants
 14 and ROES 1-250;

15 4. That Third-Party Plaintiff is entitled to a defense from Third-Party Defendants
 16 and ROES 1-250;

17 5. For general and special damages in an amount to be proven at trial;

18 6. For indemnity of all damages and/or economic losses that Plaintiff recovers
 19 against Third-Party Plaintiff by way of judgment, order, settlement, compromise,
 20 or trial;

21 7. For reasonable attorneys' fees, expert fees and costs;

22 8. For prejudgment and post-judgment interest;

23 9. For contribution pursuant to NRS 17.225; and

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(Page 20 of 21)

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10. For such other and further relief as the Court may deem just, equitable, and proper.

Dated this 22nd day of June, 2016

KOELLER, NEBEKER, CARLSON
& HALUCK, LLP

BY:



JASON W. WILLIAMS, ESQ.
Nevada Bar No. 8310
MARK F. ROACH, ESQ.
Nevada Bar No. 8237
300 South Fourth Street, Suite 500
Las Vegas, NV 89101
Phone: (702) 853-5500
Fax: (702) 853-5599
Attorneys for Defendant/Third Party Plaintiff
Terravita Home Construction Co.

EXHIBIT 54

January 10, 2012 letter from Zurich to Midlands and others (ISIC 2657-2660)



January 10, 2012

American Safety
Attn: Christina McTeague-Walsh
11440 W. Bernardo Ct, Suite 166
San Diego, CA 92127

Lexington Insurance Co. (Chartis)
160 Water Street, Floor 19
N.Y. N.Y. 10038

Midland Claims Administrators, Inc
Third-Party Administrator for Ironshore Insurance
Attn: Judy Riddell
P.O. Box 23198
Oklahoma, City, OK 73123

Dallas National Insurance Company
Attn: Jason D. Smith
P.O. Box 800499
Dallas, TX 75380

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JAN 17 2012

MCA

ZURICH
Construction & Defect &
Professional Liability
Claim Services
Mailing Address:
P.O. Box 66965
Chicago, IL 60666-0965
Telephone (702) 408-3837
Fax (866) 257-1205
www.zurichna.com

Elizabeth.delrosario@zurichna.com

RE: Anthem Country Club HOA v. Terravita Homes Construction Co., et al.

Insured:	Stewart & Sundell Concrete
Project:	Anthem Country Club, Las Vegas NV
Developer:	Terravita Homes Construction Co., et al.
Claim Number:	926-0066724
Policies:	EPA 30907464 [3/1/97-3/1/98] EPA 32604960 [3/1/98-3/1/99] CON 32604960 [3/1/99-3/1/02]

American Safety: ESL001216-02-01/XGI 02-2968-001
[2/27/02-3/1/06]

Lexington Insurance Co.: 6760918 [3/1/06-3/1/07]
6761264 [6/1/07 - 3/1/08]
3448711 [3/1/08 - 3/1/09]

Ironshore 012A809050-01 [3/1/09 - 3/1/10]

Dallas National Insurance Company - Claim No.: 603074 [3/1/07 - 6/1/07]

Dear Claim Professional:

107250 JK

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ISIC 2657

AA003158

January 10, 2012
Page 2

The purpose of this letter is to follow up with our tender of defense and indemnity on behalf of Stewart & Sundell Concrete, under any and all insurance policies listed above, for the above referenced matter.

→ This matter was originally tendered to your company on October 12, 2009. To date, we have not received an acceptance of that tender. At this juncture, we do not know Dallas, Lexington/Chartis and Iron Shore's position with regard to this matter.

It is Northern Insurance Company of New York and Maryland Casualty Company's preference to resolve this matter without litigation.

→ We received a tender from American Asphalt demanding for defense and indemnity for claims for alleged construction defects brought by the Anthem Country Club Community Association, Inc for the above case matter. American Asphalt is alleging that Stewart and Sundell entered in an agreement on October 2002 complete part of their work for the Anthem Country Club and completed their work in 2003.

Based on our investigation, Stewart's work for American Asphalt at the project was performed after the expiration of the above referenced policies. Based on this there is no potential for "property damage" and/or "bodily injury" to have occurred during the above referenced policy terms.

As previously reported, this construction defect claim entitled Anthem Country HOA vs. Terravita Home Construction Co., Inc involves claims pertaining to commonly controlled and maintained exterior areas, including pavement, curbs, gutters, sidewalks and CMU walls within the Anthem Country Club development located in Henderson, Nevada. Terravita Home Construction Inc the developer to the above project.

→ Stewart and Sundell constructed and completed the curbs, gutters, and sidewalk works within the Anthem Country Club between 1999 and 2000.

Complaint was filed against Developer, Terravita Home Construction Company, in the Eighth Judicial District Court, Case No. A634626 on 2/3/11 for the following causes of action:

1. Breach of Implied Warranties
2. Breach of Warranties
3. Negligence
4. Breach of Implied Warranties of Quality

ISIC 2658

AA003159

January 10, 2012
Page 3

5. Violation of NRS 116.4102 and NRS 116.4103
Disclosure of the true condition of the Common Elements of the community as part of the public Offering Statements given to each original owner
6. Violation of NRS 116.4102/NRS 116.4103/NRS 116.31038
(Inadequate Reserves/under funding)
7. Duty of good faith and Fair Dealings
8. Negligent Misrepresentation
9. Intentional Misrepresentation
- 10 Professional Negligence

Terravita Home Construction Company filed the Third Party Complaint on 6/23/11 naming multiple subcontractors including Stewart and Sundell for the following:

1. Breach of Contract
2. Express Indemnity
3. Equitable Indemnity
4. Breach of Express Warranty
5. Breach of Implied Warranty
6. Declaratory Relief regarding duty to defend
7. Declaratory Relief Regarding duty to Indemnify
8. Declaratory Relief Regarding Duty to Name Third party Plaintiff
9. Contribution

Damages:

1. Water ponding in concrete drainage swales and gutters
2. Cracked or chipped concrete curb or curb and gutter
3. Chipped concrete sidewalks
4. Flow line of gutter not properly constructed
5. Cracked and chipped concrete utility vaults aprons

The following firm has been retained to protect the interests of Stewart & Sundell with respect to this matter:

CISNEROS CLAYSON & MARIAS
Kenneth Marias, Esq.
1140 N. Town Center Drive, Ste. 200
Las Vegas, NV 89144
(702) 233-9660 (Main)

ISIC 2659

AA003160

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Page 4

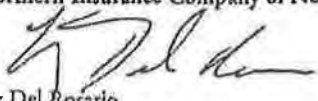
Please acknowledge receipt of this letter, in writing, within the next thirty (30) days. Please also inform me as to the adjuster assigned, claim number, and position regarding the defense and indemnification of our mutual insured.

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)408-3837.

Sincerely,

Maryland Casualty Company
Northern Insurance Company of New York



Liz Del Rosario
Claims Specialist III
CD and PL Claims Services
(702) 408-3837
email: elizabeth.delrosario@zurichna.com

cc:

Helm & Associates Attorney at Law
Attn: Kevin Helm, Esq.
2810 West Charleston Blvd, Suite No. G-67
Las Vegas, NV 89102

Cisneros, Clayson and Marias
Kenneth Marias, Esq.
1140 North Town Center Drive, Suite 200
Las Vegas, Nevada 89144

ISIC 2660

AA003161

EXHIBIT 55

Excerpt of Midlands Claim Notes for this claim (ISIC 2622-2624) recording that in response to Zurich/s 1/10/12 tender , Ironshore sent Zurich a copy of its previous denial

PREPARE FINAL MONTHLY FUNDING REQUEST

1/17/2012 - JERIDDELL - Flat Service Regular 0.0

RR letter from Zurich seeking coverage position letter

We have sent it to them twice.

1/17/2012 - JERIDDELL - Flat Service Regular 0.0

Email to Zurich we declination letter attached

Sent: Tuesday, January 17, 2012 5:07 PM To: 'Elizabeth.delrosario@zurichna.com' Subject: Ironshore Insured - Nevada Concrete Our File 107250 Elizabeth, attached below is the Ironshore coverage position letter declining coverage in this matter. This will be the third and last time that we are sending it to you. You should note that you acknowledged receiving it back in December 2009. Original Message----- From: Judy E. Riddell : Elizabeth Del Rosario [mailto:elizabeth.delrosario@zurichna.com] Sent: Tuesday, December 08, 2009 6:01 PM To: Judy E. Riddell Subject: Re: Sun City Anthem v Terrivita Home Your file 926059323 Thank you, Liz Del Rosario Claims Specialist III (702) 408-3837 email: elizabeth.delrosario@zurichna.com From: Judy E. Riddell Sent: Tuesday, December 08, 2009 5:42 PM To: 'elizabeth.delrosario@zurichna.com' Subject: Sun City Anthem v Terrivita Home Your file 926059323 Elizabeth, attached is the declination of tender letter that we sent to you back in November. You should have received it by now. November 11, 2009 SENT VIA CERTIFIED & REGULAR MAIL ATTN: ELIZABETH DEL ROSARIO CLAIMS MANAGER III ZURICH / THE NORTHERN INSURANCE COMPANY OF NEW YORK P O BOX 66965 CHICAGO IL 60666-0965 Re: Anthem Country Club Comm. Assn. v Terravita Home Construction Co. Chapter 40 Clark County District Court Policy No. : 012A80905001 Policy Dates: : 3/1/09 to 3/1/10 Insured : Nevada Concrete Services, Inc. Date of Loss : Prior to March 1, 2009 Claimants : Anthem Country Club Community Assn. Your Claim No. : 926-0066724 Our File : 107250JR 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 Ms. Del Rosario: Midlands Claim Administrators, Inc. is the third party claim administrator for Ironshore Specialty Insurance Company ("Ironshore Specialty") conducting an investigation into the matter under a full reservation of rights. Nothing said or done by this or any representative of Ironshore Specialty is intended in any way to waive any of the rights within the policy or by operation of law. We acknowledge receipt your letter dated October 12, 2009 received in our office October 26, 2009 wherein you tender the defense and indemnity of the named insured in the above captioned matter. At this time we would advise you that we must decline your tender. Clearly the Continuous or Progressive Injury or Damage Exclusion which forms a part of the Ironshore Specialty policy along with fact that there is no potential for an occurrence of property damage as described and required under the policy of insurance because the date of the event precedes the inception of the Ironshore policy. The Continuous or Progressive Injury or Damage Exclusion specifically states: 1. "This insurance does not apply to any "bodily injury" or "property damage": which first existed, or is alleged to have first existed, prior to the inception of this policy. "Property damage" from "your work" or the work of any additional insured, performed prior to the 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


ISIC 2622

AA003163

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. The Ironshore Specialty policy, mentioned above, issued to Nevada Concrete Services, Inc. has effective dates for 12 months with an inception date of March 1, 2009. According to our investigation, the project in question, was completed between 1999 and 2006 and prior to the inception of the Ironshore policy. The Chapter 40 Notice was filed October 21, 2008 and prior to the inception of the Ironshore policy. The consulting Engineers report regarding the defects at the project is dated August 1, 2008 and prior to the inception of the Ironshore policy. All of the foregoing were prior to the inception date of the Ironshore Specialty policy. The allegations made by Plaintiff's, Terraviva Home Construction and our subsequent investigation, have revealed that the reported claim arose since completion of the project and prior to the March 1, 2009 inception date of the Ironshore Specialty policy and it is specifically excluded under the Continuous or Progressive Injury or Damage Exclusion Endorsement IB.EX.014B(12/07Ed). In addition, the policy requires an occurrence of property damage within the policy dates. We have not been provided with any information that there can be any potential for an occurrence of property damage as described and required under the policy of insurance because the date of the event precedes the inception of the policy. As such, there does not appear to be any coverage under the above noted policy. We have reviewed all of the information provided to Ironshore Specialty and have conducted such other investigation with regard to this matter as was practicable. Based on the above, Ironshore Specialty does not believe there is applicable coverage in this matter on the grounds that the damages that led to this claim commenced prior to the inception of this policy and further the work at this project was completed prior to March 1, 2009. Therefore, based on the above stated endorsements the reported claim is not covered under the Ironshore Specialty policy, mentioned above, issued to Nevada Concrete Services, Inc. In addition the Ironshore named insured is Nevada Concrete Services, Inc. The Zurich insured appears to be Stewart & Sundell Concrete. We found no information to lead us to believe that Stewart & Sundell Concrete is an Ironshore insured. Therefore, at this time we must decline your tender of defense and indemnity. Please be advised that Ironshore Specialty's investigation into this matter has revealed the potential that this claim may also not be covered or may be excluded by other terms and conditions of the Ironshore Specialty policy not contained herein. As the claim is not covered due to the above stated policy endorsements, we have not continued our investigation as to these other possible coverage issues. However, Ironshore Specialty's denial based upon the Continuous or Progressive Injury or Damage Exclusion and that there is no potential for an occurrence of property damage within the Ironshore policy dates should not be construed as a waiver or relinquishment of any of the other rights, exclusions or limitations within the policy or by operation of law. Please accept this correspondence as notification that Ironshore Specialty has concluded, based on the information available at this time, that there is no potential for coverage for the above referenced claim, under the policy mentioned above. Ironshore Specialty, therefore, will neither defend nor indemnify Nevada Concrete Services, Inc. or any purported additional insured for any damages arising out of this loss. This letter is not intended to be, nor shall it be construed as a waiver by Ironshore Specialty of any of the terms or conditions of the subject policy of insurance. Furthermore, this letter is not intended to be, nor shall it be construed as a waiver of any rights or defenses Ironshore Specialty has, or may have, whether those rights or defenses are based upon facts now known or to become known in the future, and whether legal or equitable in nature. Lastly, this letter is not intended to be, nor shall it be construed as, an admission of liability by Ironshore Specialty to any person or entity. In the event, there is additional information bearing upon the claim which you feel should be considered and/or if new information comes to light or the situation changes in some way that you feel it may create coverage or entitle Nevada Concrete Services, Inc. to a defense, please contact the undersigned as soon as possible. For your records, we have attached a copy of our declination of coverage letter that has been forwarded to our named insured. Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all

ISIC 2623

AA003164



correspondence and In the event you cannot respond electronically, please respond to the undersigned at the Home Office address. Yours very truly, Judy Riddell MIDLANDS CLAIM ADMINISTRATORS, INC. P.O. Box 23198 Oklahoma City, OK 73123 405-840-0950 jeriddell@midman.com malito:jeriddell@midma

10/12/2012 – MLPROFFITT – Flat Service Regular 0.0

COVERAGE – E-MAIL TO LIZ DEL ROSARIO

From: Mel L. Proffitt Sent: Friday, October 12, 2012 3:23 PM To: 'Elizabeth.Delrosario@ZurichNA.com'
 Subject: your file 926-0066724 Attached is our NI disclaimer for this matter. M. L. Proffitt, Jr. Midlands Claim Administrators, Inc. 3503 N.W. 63rd, Suite 204 OKC, OK 73116-2203 Phone: 405-840-0950 Fax: 405-840-4375 E-Mail: mlproffitt@midman.com malito:mlproffitt@midman.com The information contained in this message and any attachments may contain personal, private, protected, confidential and/or privileged information and is intended only for the sole use of the designated recipient. If you are not the Intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

4/29/2013 – MATHEWS – Flat Service Regular 0.0

CONTACT – EMAIL TO DEV COUNSEL KEVIN HELM ADVISING OF COV DECISION

From: Mathews, Crystal Sent: Monday, April 29, 2013 1:59 PM To: kevinh@helmandassociates.net Subject: Anthem Country Club Community Assoc., et al. v. Terravita Home Construction, Inc., et al. – 107250 – Our insured: Nevada Concrete Services, Inc. – Your File No. 5022.163 Hello Kevin, We have previously declined coverage for our file due to our insured's Continuous or Progressive Injury or Damage Exclusion. Should you have any further questions, feel free to contact me. Thanks, _____ Crystal R. Mathews Claims Examiner Certus Claims Administration, LLC P.O. Box 1030, Camarillo, CA 93011-1030 Direct Line: (646) 490-2408 Main Line: (805) 987-8803 Fax: (805) 987-8806 Email: cmathews@certusclaims.com This message is intended only for the addressee. Please notify the sender by Email if you are not the Intended recipient. If you are not the Intended recipient, you may not copy, disclose, or distribute the message or its contents to any other person and any such actions may be unlawful. Certus Claims Administration LLC reserves the right to monitor and review the content of all messages sent to or received from this Email address.

9/6/2013 – MATHEWS – Flat Service Regular 0.10

CONTACT – EMAIL TO KEVIN HELM ADV OF COV DECISION

From: Mathews, Crystal Sent: Friday, September 06, 2013 10:01 AM To: kevinh@helmandassociates.net
 Subject: Anthem Country Club HOA, et al. v. Terravita Homes Construction Co., et al. – 107250 – Nevada Concrete Services, Inc. – Your File No. 5022.127 Hello Kevin, We have previously declined coverage for our file due to our insured's Continuous or Progressive Injury or Damage Exclusion. Please feel free to contact me with any questions. Thanks, Crystal Mathews Claims Examiner Certus Claims Administration, LLC P.O.

ISIC 2624

AA003165

EXHIBIT 56

9/18/09 letter from Helm & Associates to Ironshore and other insurers with attached Chapter 40 Notices (ISIC 2949-2950 and 2827-37)

(Page 1 of 2)



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 18, 2009

"CARE CENTER – NEW LOSS"
ZURICH N.A.
P.O. Box 86695
Chicago, IL 60666-0695

Claims Manager
AMERICAN SAFETY INSURANCE
SERVICES, INC.
11440 West Bernardo Court, Suite 120
San Diego, CA 92127

Claims Manager
LEXINGTON INSURANCE CO. LIMITED
(AIG)
160 Water Street, Floor 19
N.Y. N.Y. 10038

Claims Manager
DALLAS NATIONAL INSURANCE
COMPANY
14160 Dallas Parkway, Suite 500
Dallas, Texas 75254

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

Re: Stewart & Sundell Concrete, Inc. adv. The Enclave at Stallion
Mountain
Insured: Stewart & Sundell Concrete, Inc.
Case: Stallion Mountain Community Association v. William Lyon
Homes, Inc.
Project: Enclave at Stallion Mountain
Our File No.: 5022.140

*****NEW LOSS*****

Dear Claims Managers:

Enclosed herewith, please find a copy of Reade & Associates Chapter 40 Notice dated July 2, 2009; Claimant's Notice; and Reade & Associates AI Tender dated September 10, 2009. At this time, these are the only documents we are able to provide you with. The insured is unable to locate any job file documents, therefore we have requested any and all job file documents from Developer's counsel. Once we are in receipt of the same, we will immediately forward you a copy.

ISIC 2949

AA003167

(Page 2 of 2)

Re: Stewart & Sundell Concrete, Inc. adv. The Enclave at Stallion Mt.
Date: September 18, 2009
Page: 2

Per the request of Stewart & Sundell Concrete, Inc., we are writing to request that your respective insurance companies provide indemnity and a defense to Stewart & Sundell Concrete, Inc. in the above matter. It is my understanding that Zurich insured Stewart & Sundell Concrete, Inc. from 03/01/98 through 03/01/02 under Policy No. EPA32604960; American Safety from 03/01/02 through 03/01/06 under Policy No.'s XGI-02-2968-001, ESL0012160403 and ESL001216-05-04; Lexington from 03/01/06 to 03/01/07 under Policy No. 6760918; Dallas National from 03/01/07 to 06/01/07 under Policy No. NZGL078078; Lexington again from 06/01/07 to 03/01/09 under Policy No.'s 6761264 and 3448711; and Ironshore from 03/01/09 to 03/01/10 under Policy No. 012A80905001.

Please be sure to courtesy copy this office on any responses to this tender in order to note our file accordingly.

I look forward to hearing from you.

Very truly yours,

HELM & ASSOCIATES

/s/ Kevin E. Helm, Esq.

KEVIN E. HELM, ESQ.

KEH/kc

Enclosures

cc: Chris Turek (letter only) €

ISIC 2950

AA003168

R. Christopher Reade "RJR"

1199A State "R" #
Andrew H. Fawcett "R" #
Angela Deane

* Admitted to Nevada
* Admitted to Arizona
* Admitted to California
* Admitted to Colorado
* Admitted to Missouri

READE & ASSOCIATES
ATTORNEYS AT LAW

4568 Spring Desert, Suite 201
Las Vegas, Nevada 89103
Office (702) 794-4411
Fax (702) 794-4421
CREADE@READLAWFIRM.COM

July 2, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST-CLASS UNITED STATES MAIL

Stewart & Sundell Concrete, Inc.
1760 W. Brooks
North Las Vegas, Nevada 89032

Re: The Stallion Mountain Common Areas
Development: The Enclave at Stallion Mountain
Homeowner: Stallion Mountain Community Association
Our client: William Lyon Homes

Dear Sir/Madam:

On behalf of our client, William Lyon Homes, ["WLH"], this letter shall serve to notify you pursuant to NRS 40.646 of a claim and threatened litigation by the above-entitled homeowners association regarding various alleged defective construction elements in the construction of the common areas located within the Enclave at Stallion Mountain [hereinafter the "Subject Property"].

Our records indicate that Stewart & Sundell Concrete entered into a contractual relationship with WLH to perform construction-related work at the subject property. We therefore demand that you reimburse WLH for the costs of this repair. The above-mentioned contract contained a requirement that your company provide Comprehensive General Liability Insurance for WLH's benefit. In addition your contract required that you name WLH as an additional insured on any and all policies related thereto. Therefore there is an obligation on the part of your company to indemnify WLH for any damages which it may be required to pay to the homeowners. Therefore this letter shall constitute a formal tender of defense and demand for indemnification from your company and its insurers related to this Project.

We are currently in the process under NRS 40.600, *et seq.* of exploring, evaluating and effectuating potential repairs with the homeowners association and would request your participation in this process on behalf of WLH. Pursuant to the subcontract, and the policy of

ISIC 2827

AA003169

BEADE & ASSOCIATES
ATTORNEYS AT LAW

Stewart & Sundell Concrete, Inc.

July 2, 2009

Page 2

Comprehensive General Liability Insurance, it is the duty of your company and your insurers to accept the tender of defense of this matter on behalf of WLH.

If this tender request is not accepted by you within fifteen (15) days of the date of this letter, we will take all appropriate steps to seek reimbursement from any and all repairs which may be effectuated, as well as attorney fees and costs and damages as allowed under the contract and Nevada law. If you agree to accept this tender request and indemnify and hold WLH harmless, we will obviously cooperate in any manner in the defense of these claims and will work with you towards an expeditious resolution of these claims. Attached for your review is the homeowners association's Chapter 40 Notice.

We hereby request a written response to our tender as soon as possible. Should you require anything further to expedite your response, please do not hesitate to contact our office.

Very truly yours,
BEADE & ASSOCIATES

Andrew H. Pastwick
Andrew H. Pastwick, Esq.

Enclosures

(SIC 2828)

AA003170

MARK J. BOURASSA, ESQ.
Nevada Bar No. 7999
THE BOURASSA LAW GROUP, LLC
3025 West Sahara Ave., Suite 200
Las Vegas, Nevada 89102
Tel: (702) 851-2180
Fax: (702) 851-2189

Attorney for Claimant

STALLION MOUNTAIN COMMUNITY
ASSOCIATION,

Claimant,

vs.

WILLIAM LYON HOMES, INC., and
DOES 1-500 inclusive;

Contractors.

NOTICE TO CONTRACTOR
PURSUANT TO NEVADA REVISED
STATUTE 40.645 ET SEQ.

NOTICE TO CONTRACTOR PURSUANT TO
NEVADA REVISED STATUTE 40.645 ET SEQ.

NOTICE TO:

WILLIAM LYON HOMES, INC., and DOES 1 through 500 inclusive.

Your legal rights are affected by this written Notice, which is given pursuant to Nevada Revised Statutes Section 40.645 and 40.670. The purpose of this Notice is to inform you that the above-named Claimant, on its own behalf, is making a claim against you for defects in the design and/or construction of the residential common area located at 3500 E. Flamingo Ave. Las Vegas, Nevada within the development known as THE ENCLAVE AT STALLION MOUNTAIN. You should carefully read the Nevada Revised Statutes Section 40.645 et seq., and consult an attorney to determine your specific rights and obligations.

1 NOTICE IS HEREBY GIVEN that the STALLION MOUNTAIN COMMUNITY
 2 ASSOCIATION, (hereinafter "the Claimant") has a claim for defects in the design and/or
 3 construction of the property located at THE ENCLAVE AT STALLION MOUNTAIN City of
 4 Las Vegas, County of Clark, State of Nevada ("SUBJECT PROPERTY").

5 Except as provided in the Nevada Revised Statutes Section 40.645 et seq., and
 6 notwithstanding any other provision of law, as of the date of its mailing as reflected in the
 7 accompanying Certificate of Mailing, this Notice shall toll all statutes of limitation and/or repose
 8 on actions against all parties who may be responsible for the construction defects, whether
 9 named in this notice or not.

10
 11
 12 I. PRELIMINARY LIST OF DEFECTS

13 Pursuant to Nevada Revised Statutes Section 40.645 et seq., with reservation to amend,
 14 modify, or add to the notice required in this provision, the Claimants provide you with a
 15 preliminary, non-exclusive description of construction defects for the SUBJECT PROPERTY
 16 as follows:

- 17 Improper installation and premature deterioration of common area concrete network,
- 18 including sidewalks, curbs and gutters;
- 19 Improper installation and premature deterioration of asphalt pavement;
- 20 Improper installation and premature deterioration of community walls and fences;
- 21 Improper installation of common area landscape and drainage.

22
 23 II. BUILDERS RESPONSE TO THIS NOTICE

24 Any and all responses, notices or other communication from, to, or on behalf of the
 25 Claimants pursuant to Nevada Revised Statutes, Section 40.645 et seq., shall be made in
 26 writing to its attorney of record Mark J. Bourassa, Esq. of The Bourassa Law Group, LLC,
 27 3025 W. Sahara Ave., Suite 105, Las Vegas, Nevada, 89102.

Be advised that as to the named claimants you have ninety (90) days after receipt of this Notice to respond. The response must be in writing and sent by certified mail. Your response must address each defect in the Notice and whether you agreed to repair the defect or cause the defect to be repaired, and if necessary, to pay the costs of temporary housing and removal and relocation of the personal contents and property of the occupants, or whether you shall pay monetary compensation for each constitutional defect. If you disclaim liability, you must state the reason for such disclaimer in writing.

III. NOTICE TO SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL

Not later than 30 days after the date on which you received this Notice, you must forward a copy of the Notice by certified mail, return receipt requested, to the last known address of each subcontractor, supplier or design professional whom you reasonably believe is responsible for a defect specified in this Notice. Failure to do so can prohibit you from commencing an action against the subcontractor, supplier or design professional related to the construction defect.

IV. SELECTION OF MEDIATOR

Pursuant to Nevada Revised Statutes Section 40.680, the Claimants select Ross Feinberg, Esq. as the mediator for this Chapter 40 mediation.

Dated this 8th day of June, 2009.

The Bonterra Life Group, LLC

MARK J. POLARASSA, ESQ. #7999
3024 West Sahara Ave. Suite 105
Las Vegas, NV 89102

READE & ASSOCIATES

ATTORNEYS AT LAW

4560 SOUTH DUCATY BOULEVARD, SUITE 201
LAS VEGAS, NEVADA 89103
OFFICE: (702) 794-4421
FAX: (702) 794-4421
CHANDLER@READELAWFIRM.COM

September 16th, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST-CLASS UNITED STATES MAIL.

Stewart & Sundell Concrete, Inc.
1760 W. Brooks
North Las Vegas, Nevada 89032

Re: The Stallion Mountain Common Areas
Development: The Enclave at Stallion Mountain
Homeowner: Stallion Mountain Community Association
Our client: William Lyon Homes

Dear Sir/Madam:

On behalf of our client, William Lyon Homes, ("WLH"), this letter shall serve to notify you pursuant to NRS 40.646 of a claim and threatened litigation by the above-entitled homeowners association regarding various alleged defective construction elements in the construction of the common areas located within the Enclave at Stallion Mountain [hereinafter the "Subject Property"].

Our records indicate that Stewart & Sundell Concrete entered into a contractual relationship with WLH to perform construction-related work at the subject property. We therefore demand that you reimburse WLH for the costs of this repair. The above-mentioned contract contained a requirement that your company provide Comprehensive General Liability Insurance for WLH's benefit. In addition your contract required that you name WLH as an additional insured on any and all policies related thereto. Therefore there is an obligation on the part of your company to indemnify WLH for any damages which it may be required to pay to the homeowners. Therefore this letter shall constitute a formal tender of defense and demand for indemnification from your company and its insurers related to this Project.

We are currently in the process under NRS 40.600, *et seq.* of exploring, evaluating and effectuating potential repairs with the homeowners association and would request your participation in this process on behalf of WLH. Pursuant to the subcontract, and the policy of

ISIC 2832

AA003174

Read & Associates
Attorneys at Law
Stewart & Sundell Conarata, Inc.

September 10, 2009

Page 2

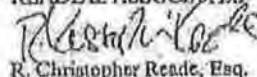
Comprehensive General Liability Insurance; it is the duty of your company and your insurers to accept the tender of defense of this matter on behalf of WLH.

If this tender request is not accepted by you within fifteen (15) days of the date of this letter, we will take all appropriate steps to seek reimbursement from any and all repairs which may be effectuated, as well as attorney fees and costs and damages as allowed under the contract and Nevada law. If you agree to accept this tender request and indemnify and hold WLH harmless, we will obviously cooperate in any manner in the defense of these claims and will work with you towards an expeditious resolution of these claims. Attached for your review is the homeowners association's Supplemental Chapter 40 Notice.

We hereby request a written response to our tender as soon as possible. Should you require anything further to expedite your response, please do not hesitate to contact our office.

Very truly yours,

READ & ASSOCIATES



R. Christopher Reade, Esq.

Enclosures

ISIC 2833

AA003175

1 MARK J. BOURASSA, ESQ.
2 Nevada Bar No. 7999
3 MOLLY C. KRAMER, ESQ.
4 Nevada Bar No. 9085
5 THE BOURASSA LAW GROUP, LLC
6 3025 West Sahara Ave., Suite 200
7 Las Vegas, Nevada 89102
8 Tel: (702) 851-2180
9 Fax: (702) 851-2189

10 *Attorneys for Claimant*

11 STALLION MOUNTAIN COMMUNITY
12 ASSOCIATION,

13 *Claimants,*

14 vs.

15 WILLIAM LYON HOMES, INC., and
16 DOES 1-500 inclusive;

17 *Contractors.*

SUPPLEMENTAL NOTICE TO
CONTRACTOR PURSUANT TO NEVADA
REVISED STATUTE 40.645 ET SEQ.

18
19 SUPPLEMENTAL NOTICE TO CONTRACTOR PURSUANT TO
20 NEVADA REVISED STATUTE 40.645 ET SEQ.

21 **NOTICE TO:**

22 **WILLIAM LYON HOMES, INC., and DOES 1 through 500 inclusive;**

23 Your legal rights are affected by this written Notice, which is given pursuant to Nevada
24 Revised Statutes Section 40.645 and 40.670. The purpose of this Notice is to inform you that the
25 above-named Claimant, on its own behalf, is making a claim against you for defects in the design
26 and/or construction of the residential community areas located at 5500 E. Flamingo Ave. Las Vegas,
27 Nevada within the development known as THE ENCLAVE AT STALLION MOUNTAIN. You
28

1 should carefully read the Nevada Revised Statutes Section 40.645 et seq., and consult an attorney
2 to determine your specific rights and obligations.

3 NOTICE IS HEREBY GIVEN that the STALLION MOUNTAIN COMMUNITY
4 ASSOCIATION, (hereinafter "the Claimant") has a claim for defects in the design and/or
5 construction of the property located at THE ENCLAVE AT STALLION MOUNTAIN City of
6 Las Vegas, County of Clark, State of Nevada ("SUBJECT PROPERTY").

7 Except as provided in the Nevada Revised Statutes Section 40.645 et seq., and
8 notwithstanding any other provision of law, as of the date of its mailings as reflected in the
9 accompanying Certificate of Mailing, this Notice shall toll all statutes of limitation and/or repose
10 on actions against all parties who may be responsible for the constructional defects, whether
11 named in this notice or not.

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14 I. PRELIMINARY LIST OF DEFECTS

15 Pursuant to Nevada Revised Statutes Section 40.645 et seq., with reservation to amend,
16 modify, or add to the notice required in this provision, the Claimants provide you with a
17 preliminary, non-exclusive description of constructional defects for the SUBJECT PROPERTY
18 as follows: SEE ATTACHED CD.

19
20 II. BUILDERS RESPONSE TO THIS NOTICE

21 Any and all responses, notices or other communication from, to, or on behalf of the
22 Claimants pursuant to Nevada Revised Statutes, Section 40.645 et seq., shall be made in
23 writing to its attorney of record Mark J. Bourassa, Esq. of The Bourassa Law Group, LLC,
24 3025 W. Sahara Ave., Suite 105, Las Vegas, Nevada 89102.

25 Be advised that as to the named claimants you have ninety (90) days after receipt of this
26 Notice to respond. The response must be in writing and sent by certified mail. Your response
27 must address each defect in the Notice and whether you chose to repair the defect or cause the
28

1 defect to be repaired, and if necessary, to pay the costs of temporary housing and removal and
 2 relocation of the personal contents and property of the occupants, or whether you shall pay
 3 monetary compensation for each construction defect. If you disclaim liability, you must state
 4 the reason for such a disclaimer in writing.

6 III. NOTICE TO SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL

7 Not later than 30 days after the date on which you received this Notice, you must forward
 8 a copy of the notice by certified mail, return receipt requested, to the last known address of each
 9 subcontractor, supplier or design professional whom you reasonably believe is responsible for a
 10 defect specified in this Notice. Failure to do so can prohibit you from commencing an action
 11 against the subcontractor, supplier, or design professional related to the construction defect.

13 IV. SELECTION OF MEDIATOR

14 Pursuant to Nevada Revised Statutes Section 40.680, the Claimants select Ross Feinberg,
 15 Esq. as the mediator for this Chapter 40 mediation.

16 Dated this 10th day of August, 2009.

The Roussell Law Group, LLC

MARK L. BOMLASSA, ESQ.
 Nevada Bar No. 7999
 MOLLY C. KRAMER, ESQ.
 Nevada Bar No. 9083
 3025 West Sahara Ave., Suite 105
 Las Vegas, Nevada 89102
 Tel: (702) 851-2180
 Fax: (702) 851-2189

Attorneys for Claimant

CERTIFICATE OF MAILING

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HEREBY CERTIFY that on the 11th day of August 2009 I served a true and correct
copy of the foregoing document entitled SUPPLEMENTAL NOTICE TO CONTRACTOR
PURSUANT TO NEVADA REVISED STATUTE 40.645 ET SEQ. via certified United States
mail, postage prepaid and return receipt requested, addressed to the following persons:
William Lyon Hornes, Inc.
c/o R. Christopher Reade, Esq.
4560 S. Decatur Blvd. Ste. 201
Las Vegas, NV 89103


an employee of The Boudreau Law Group, LLC

ISIC 2837

AA003179

EXHIBIT 57

Plaintiff's Complaint filed on September 18, 2009, in Clark County District Court, Nevada, in the action captioned *Stallion Mountain Community Association v. William Lyon Homes, Inc.*, Case No. A599651 ("*Stallion Mountain* action") (ISIC 5837-5846)

520
1 **COMP**

2 MARK J. BOURASSA, ESQ.

3 Nevada Bar No. 7999

4 MOLLY C. KRAMER, ESQ.

5 Nevada Bar No. 9085

6 **The Bourassa Law Group, LLC**

7 3025 West Sahara Ave., Suite 105

8 Las Vegas, Nevada 89102

9 Tel: (702) 851-2180

10 Fax: (702) 851-2189

11 *Attorneys for PLAINTIFF*12 **DISTRICT COURT**13 **CLARK COUNTY, NEVADA**14 STALLION MOUNTAIN COMMUNITY
15 ASSOCIATION, a Nevada non-profit
16 corporation,

17 Plaintiff,

18 vs.

19 WILLIAM LYON HOMES, INC., a
20 California corporation; and DOES 1 through
21 50 and ROE corporations and organizations
22 1 through 50,

23 Defendants,

CASE NO.: A-09-599651-C

DEPT. NO.: VIII

COMPLAINT

A-09-599651-C
405557

24 COMES NOW, Plaintiff STALLION MOUNTAIN COMMUNITY ASSOCIATION
25 ("PLAINTIFF"), by and through its attorney Mark J. Bourassa, Esq. and The Bourassa Law
26 Group, LLC, and hereby complains, alleges and states as follows:

27 **GENERAL ALLEGATIONS**

- 28 1. PLAINTIFF is and was at all times mentioned herein a Nevada non-profit corporation doing business in Clark County, Nevada.
2. PLAINTIFF is informed and believes and thereupon alleges that DEFENDANT WILLIAM LYON HOMES, INC. (hereinafter, "DEFENDANT") is a California corporation doing business in Clark County Nevada.
3. PLAINTIFF is informed and believes and thereupon alleges, that at all times relevant

1 hereto, that DEFENDANT was engaged in the business of, planning, developing,
2 designing, supervising, constructing and selling residential homes and common areas
3 in the County of Clark, State of Nevada.

4 4. At all times relevant herein, DOES 1 through 50, and ROE corporations and
5 organizations 1 through 50, in their true capacities, whether individual, corporate,
6 associate or otherwise of the DEFENDANTS named herein are unknown to
7 PLAINTIFF who, therefore, sues said DEFENDANTS by said fictitious names.
8 DEFENDANT, DOES 1 through 50, and ROE corporations and organizations 1
9 through 50, will be collectively referred to as "DEFENDANTS."

10 5. PLAINTIFF is informed and believe and thereon alleges that the DEFENDANTS are
11 responsible in some manner for the events and happenings referred to herein, and
12 caused damages proximately to PLAINTIFF as herein alleged, and PLAINTIFF will
13 ask leave of this court to amend this Complaint to insert the true names and capacities
14 of DOES 1 through 50 and ROE corporations and organizations 1 through 50, when
15 the same have been ascertained and to join such DEFENDANTS in this action.

16 6. PLAINTIFF is informed and believes and thereupon alleges, that at all times relevant
17 hereto, that DEFENDANT acted as a developer and/or contractor of construction of
18 the residential common areas located at 5500 E. Flamingo Ave. Las Vegas, Nevada,
19 within the development known as The Enclave at Stallion Mountain. DEFENDANT
20 was directly responsible for the planning, development, supervision and/or
21 construction of the common areas. Therefore, DEFENDANT is responsible in some
22 manner for the defects and deficiencies in the planning, development, supervision
23 and/or construction of the common areas, as alleged herein, and PLAINTIFF'S
24 damages related to such defects and deficiencies.

25 7. The real property and improvements addressed in this Complaint are located at 550 E.
26 Flamingo Avenue, Las Vegas, Nevada within the development known as The Enclave
27 at Stallion Mountain in Clark County, Nevada (hereinafter referred to as the
28 "SUBJECT PROPERTY").

- 1 8. PLAINTIFF is informed and believes and thereupon alleges, that DEFENDANT
2 undertook certain works of improvement upon the SUBJECT PROPERTY, including
3 works of development, design, and construction of the common areas.
- 4 9. After the work at the SUBJECT PROPERTY was purportedly completed,
5 PLAINTIFF became aware that the work at the SUBJECT PROPERTY was not of
6 merchantable quality, but is, in fact, defective and fails to meet applicable building
7 codes and industry standards and has caused damage to the SUBJECT PROPERTY.
8 This damage is progressive and continues to worsen.
- 9 10. PLAINTIFF is informed and believes and thereupon alleges, that DEFENDANT failed
10 to properly and adequately investigate, inspect, plan, engineer, supervise, produce,
11 develop, or construction the common areas of the SUBJECT PROPERTY, in that said
12 SUBJECT PROPERTY has experienced, and continues to experience, defects and
13 deficiencies, and damages resulting there from, as more specifically described below.
- 14 11. PLAINTIFF is informed and believes and thereupon alleges, that the SUBJECT
15 PROPERTY may be defective or deficient in other ways and to other extents not
16 presently known to PLAINTIFF, and not specified above. PLAINTIFF reserves the
17 right to amend this Complaint upon discovery of any additional defects or deficiencies
18 not referenced herein and/or to present evidence of the same at the trial of this action.
- 19 12. PLAINTIFF is informed and believes and thereupon alleges, these defective
20 conditions were either known or through reasonable diligence and experience with the
21 construction industry, should have been known to DEFENDANT at the time of
22 substantial completion of construction such that NRS § 11.202 and NRS § 11.203 are
23 applicable to the facts and circumstances as alleged herein.
- 24 13. PLAINTIFF has standing to commence this action against DEFENDANT.
25 Specifically, PLAINTIFF seeks all available damages as an owner of the SUBJECT
26 PROPERTY against DEFENDANT and all other damages and remedies available at
27 law.
- 28 14. As a result of the acts and omissions of DEFENDANT, PLAINTIFF has been forced

1 to hire counsel to prosecute this action and to incur attorney fees and costs.

2 **FIRST CLAIM FOR RELIEF**

3 **(Breach of Contract)**

4 15. PLAINTIFF incorporates herein by reference Paragraphs 1 through 14 inclusive, as
5 though fully set forth herein.

6 16. PLAINTIFF is informed and believes and thereupon alleges, that on various dates,
7 DEFENDANT entered into written contracts whereby DEFENDANT would, for good
8 and valuable consideration, perform services and provide materials and improvements
9 for the benefit of PLAINTIFF and deliver the common areas and appurtenances
10 thereto in a habitable condition reasonably free of defect or deficiency.

11 17. PLAINTIFF is informed and believes and thereupon alleges, that PLAINTIFF has
12 performed all terms conditions of said contracts, except for those which were
13 impossible to perform through no fault of its own. DEFENDANT failed and refused
14 to tender performance upon the terms and conditions of said contracts in spite of
15 repeated demands to do so, and has materially breached said contract by conveying
16 and delivering to PLAINTIFF common areas with improvements and appurtenances
17 thereto which were designed and constructed, and continue to exist, in a defective and
18 deficient manner.

19 18. As a direct and proximate cause of DEFENDANT'S breach of contract, PLAINTIFF
20 has suffered and continues to suffer damages which include, without limitation, the
21 cost to repair the defects and deficiencies in the design and construction of the
22 residences and improvements and appurtenances thereto on the SUBJECT
23 PROPERTY, which now pose and which will continue to pose a threat to the health,
24 safety and welfare of PLAINTIFF, guests and the general public until such repairs are
25 effected, as well as damages incident to, and consequent of, DEFENDANT'S breach.
26 All of the above-described damages have occurred, but the amount thereof is precisely
27 unknown, and when the precise amount is known, it will be established by way of
28 amendment to these pleadings or according to proof at the time of trial.

19. PLAINTIFF is informed and believes and thereupon alleges, that as a further direct and proximate result of the defective conditions of the SUBJECT PROPERTY, PLAINTIFF was compelled to retain legal counsel to obtain recovery for the defective conditions. Therefore, DEFENDANT is liable for attorney's fees and costs reasonably necessary, and incurred by EISENBERG in order to obtain compensation in a sum to be determined at trial.

SECOND CLAIM FOR RELIEF

(Breach of Implied Warranties)

20. PLAINTIFF incorporates herein by reference Paragraphs 1 through 19, inclusive, as though fully set forth herein.

21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT impliedly warranted, among other express and/or implied warranties, that the common areas owned by PLAINTIFF was fit and safe for the purposes intended.

22. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT breached their implied warranty of habitability and covenants of repair because the common areas were in disrepair, unfit and unsafe in violation of the Nevada Revised Statutes and other codes and regulations.

23. As a direct result of the foregoing, PLAINTIFF has suffered costs and out-of-pocket expenses, in an amount to be determined at the time of trial.

THIRD CLAIM FOR RELIEF

(Breach of Express Warranties)

24. PLAINTIFF incorporates herein by reference Paragraphs 1 through 23, inclusive, as though fully set forth herein.

25. PLAINTIFF is informed and believes and thereupon alleges, that on various dates, DEFENDANT entered into written contracts whereby DEFENDANT would, for good and valuable consideration, provide and construct the common areas of the SUBJECT PROPERTY for the benefit of PLAINTIFF and deliver the same in a workmanlike condition reasonably free of defect or deficiency.

1 26. PLAINTIFF is informed and believes and thereupon alleges, that pursuant to said
 2 written contracts, DEFENDANT expressly warranted that it would construct the
 3 common areas of the SUBJECT PROPERTY in a good and workmanlike manner.

4 27. PLAINTIFF is informed and believes and thereupon alleges, that pursuant to the
 5 written contracts, DEFENDANT expressly warranted that it would perform the
 6 construction of the SUBJECT PROPERTY in conformance with the rules and codes
 7 of all applicable governing agencies.

8 28. PLAINTIFF is informed and believes and thereupon alleges, that pursuant to the
 9 written contracts DEFENDANT expressly warranted that all materials and work at the
 10 SUBJECT PROPERTY would be of good quality, free from faults and defects.

11 29. PLAINTIFF is informed and believes and thereupon alleges, that DEFENDANT was a
 12 merchant with respect to the works of improvement to the common areas and
 13 appurtenances thereof and DEFENDANT expressly warranted that common areas
 14 were of merchantable quality, were constructed in a reasonably workmanlike manner
 15 and fit for the purpose of use intended. Because of the defective condition of the
 16 common areas of the SUBJECT PROPERTY, DEFENDANT has breached the
 17 expressed warranties between the parties.

18 30. PLAINTIFF is informed and believes, and thereon alleges, that as a further direct and
 19 proximate result of the defective conditions of the common areas at the SUBJECT
 20 PROPERTY, PLAINTIFF was compelled to retain legal counsel to obtain recovery for
 21 the defective conditions. Therefore, pursuant to NRS § 40.600 et seq., DEFENDANT
 22 is liable for those attorney's fees recently necessary incurred by PLAINTIFF in order
 23 to obtain compensation in a sum to be determined at trial.

24 **FOURTH CLAIM FOR RELIEF**

25 **(Negligence/Negligence Per Se)**

26 31. PLAINTIFF repeats, re-alleges and incorporates by reference Paragraphs 1 through
 27 30, inclusive, as though fully set forth herein.

28 32. PLAINTIFF is informed and believe, and thereon alleges that DEFENDANT was a

1 builder, contractor, subcontractor, supplier, material man, architect and/or engineer, or
2 other person, entity or professional who participated in the process of developing,
3 designing, engineering and/or construction of the SUBJECT PROPERTY and who
4 performed works of labor, supplied materials, equipment and/or services necessary for
5 the building and construction, including supervision of construction of the SUBJECT
6 PROPERTY. In so doing, DEFENDANT in its capacity as developer, builder,
7 contractor, subcontractor, supplier, material men, architect, engineer and/or general
8 contractor or otherwise, caused the SUBJECT PROPERTY to be designed, engineered
9 and/or constructed through their own works of labor, and supplying of materials,
10 equipment and services, and through causing other contractors and subcontractors,
11 including DEFENDANT to perform works of labor, and to supply materials, and/or
12 equipment and services in order to properly complete the SUBJECT PROPERTY.

13 33. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT,
14 whether developer, builder, contractor, subcontractor, supplier, material men,
15 architect, engineer or otherwise, performed work, labor and/or services upon the
16 SUBJECT PROPERTY and each knew or should have known that if the SUBJECT
17 PROPERTY was not properly or adequately designed, engineered, supervised and/or
18 constructed, the owners and users would be substantially damaged thereby and the
19 SUBJECT PROPERTY would be defective and not of merchantable quality.
20 Likewise, DEFENDANT knew or reasonably should have known that if the
21 SUBJECT PROPERTY was not adequately designed, engineered, constructed, or
22 installed, that the owners and users would be substantially damaged thereby and that
23 the SUBJECT PROPERTY would be defective and not of merchantable quality.

24 34. DEFENDANT was under a duty to exercise ordinary care as developer, builder,
25 contractor, subcontractor, supplier, material men, architect, engineer or otherwise, to
26 avoid reasonably foreseeable injury to users of the SUBJECT PROPERTY, and knew
27 and should have foreseen with reasonable certainty that PLAINTIFF would suffer the
28 monetary damages set forth herein.

- 1 35. DEFENDANT failed to perform its duty to cause the SUBJECT PROPERTY to be
2 designed, engineered and completed in a proper and workmanlike manner and fashion.
- 3 36. Despite its duty to act reasonably, DEFENDANT breached its duties of care by
4 negligently, recklessly and/or intentionally failing to design, engineer or construct the
5 SUBJECT PROPERTY in a good and workmanlike manner.
- 6 37. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT, in
7 addition to that heretofore alleged, violated the Building Codes and regulations of the
8 County of Clark, the Uniform Building Codes and/or the Nevada Revised Statutes
9 relating to development, common interest subdivisions, trade professionals, design
10 professionals, construction and sales of real estate.
- 11 38. PLAINTIFF is informed and believes, and thereon alleges, in addition to that
12 heretofore alleged, that the damages sustained by PLAINTIFF were proximately
13 caused by violations of the Codes alleged above.
- 14 39. PLAINTIFF is informed and believes, and thereon alleges, that it is a member of the
15 class of persons for whose protection the aforementioned Codes were adopted.
- 16 40. As a direct and proximate result of the foregoing violations of codes, negligence,
17 carelessness and unworkmanlike conduct, actions and/or omissions by DEFENDANT,
18 PLAINTIFF has suffered damages in an amount presently unknown, but believed to
19 be within this Court's jurisdiction, in order to correct the defective conditions of the
20 SUBJECT PROPERTY and to restore it to its proper condition including reasonable
21 expenses necessary during the repair. Further, PLAINTIFF has incurred and will incur
22 expert fees and costs to investigate the defective conditions to determine the nature,
23 extent, cause of the defects and the reasonable and appropriate repairs. Finally,
24 PLAINTIFF has suffered loss of other property damaged by the defective conditions;
25 PLAINTIFF is presently unaware of the precise amount of the damages, but will
26 establish the same at trial, according to proof.
- 27 41. PLAINTIFF is informed and believes, and thereon alleges, that as a further direct and
28 proximate result of the defective conditions of the SUBJECT PROPERTY.

1 PLAINTIFF'S interests in the SUBJECT PROPERTY and the value thereof have been
 2 reduced and diminished. All of the above-described damages have occurred, but the
 3 amount thereof is precisely unknown, and when the precise amount is known, it will
 4 be established by way of amendment to these pleadings or according to proof at the
 5 time of trial.

6 42. PLAINTIFF is informed and believes, and thereon alleges that as a further direct and
 7 proximate result of the defective conditions of the SUBJECT PROPERTY,
 8 PLAINTIFF has lost and will continue to lose the use and enjoyment of the SUBJECT
 9 PROPERTY, including the use of the SUBJECT PROPERTY as a result of the
 10 restoration required to repair and restore the defects.

11 43. PLAINTIFF is informed and believes, and thereon alleges that as a further direct and
 12 proximate result of the defective conditions of the SUBJECT PROPERTY,
 13 PLAINTIFF was compelled to retain legal counsel to obtain recovery for the defective
 14 conditions. Therefore, pursuant to NRS § 40.600 et seq., DEFENDANT is liable for
 15 those attorney's fees recently necessary incurred by PLAINTIFF in order to obtain
 16 compensation in a sum to be determined at trial.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF realleges and incorporates by reference all Paragraphs of the
 19 Complaint as though fully set forth herein, and pray for judgment as follows:

- 20 1. General and specific damages in excess of this Court's minimum jurisdiction of
 21 \$10,000 including but not limited to any costs to identify, mitigate, cure or repair
 22 any defect or deficiency in the design or construction of the residence and
 23 improvements and appurtenances thereto, and any and all damages proximately
 24 caused thereby, in a sum to be determined according to proof;
- 25 2. Incidental and consequential damages proximately caused by any defect or
 26 deficiency in the design or construction of the SUBJECT PROPERTY and
 27 improvements and appurtenances thereto, including but not limited to the loss of
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1 use, relocation and alternative housing, incidental expenses, diminished value,
2 stigma, lost rents and lost business opportunity, all in sums to be determined
3 according to proof;

- 4 3. Attorney's fees;
5 4. Costs of suit;
6 5. All interest as provided by law, including prejudgment interest; and
7 6. Such other equitable relief as the court deems just and proper.

8 DATED this 18th day of September 2009.
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10 **THE BOURASSA LAW GROUP, LLC**

11
12 By: 

13 MARK J. BOURASSA, ESQ.
14 Nevada Bar No. 7999
15 MOLLY C. KRAMER, ESQ.
16 Nevada Bar No. 9085
17 3025 West Sahara Ave., Suite 105
18 Las Vegas, Nevada 89102
19 *Attorneys for Plaintiff*
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EXHIBIT 58

Answer and Third-Party Complaint filed by William Lyon Homes, Inc. on
February 18, 2011, in the *Stallion Mountain* action (ISIC 2849-2865)

Electronically Filed
02/18/2011 10:35:03 AM


CLERK OF THE COURT

1 ANS/TPC
2 R. CHRISTOPHER READE, ESQ.
3 Nevada Bar No. 006791
4 ROBERT N. EATON, ESQ.
5 Nevada Bar No. 009547
6 READE & ASSOCIATES
7 4560 South Decatur Boulevard, Suite 201
8 Las Vegas, Nevada 89103
9 Tel: (702) 794-4411
10 Fax: (702) 794-4421
11 creade@readelawfirm.com
12 reston@readelawfirm.com
13 Attorneys for Defendant/ Third Party Plaintiff
14 WILLIAM LYON HOMES, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

11 STALLION MOUNTAIN COMMUNITY
12 ASSOCIATION, a Nevada non-profit
13 corporation,

Plaintiff,

v.

15 WILLIAM LYON HOMES, INC., a California
16 corporation; and DOES 1 through 50 and ROE
17 corporations and organizations 1 through 50,

Defendants.

18 WILLIAM LYON HOMES, INC.,

Third Party Plaintiff,

vs,

21 AMERICAN ASPHALT & GRADING
22 COMPANY; HIRSCHI MASONRY, LLC;
23 IMPERIAL IRON, INC.; KACCEL
24 COMMUNICATION SERVICES, INC.;
25 MARV BLACK MASONRY, INC.;
26 PNH, INC.; STEWART & SUNDELL
27 CONCRETE, INC.; SUN CITY
28 LANDSCAPES & LAWN MAINTENANCE,
INC.; SUNRISE PAVING, INC., DOES 1
through 100; and ROE CORPORATIONS 1
through C

Third Party Defendants.

Case No.: A599651
Dept. No.: VIII

WILLIAM LYON HOMES, INC.'S
ANSWER AND THIRD-PARTY
COMPLAINT

COMES NOW, Defendant/ Third-Party Plaintiff WILLIAM LYON HOMES, INC. by and through its attorneys, the law firm of READE & ASSOCIATES, and hereby files this Answer in response to the Complaint on file herein as follows:

GENERAL ALLEGATIONS

FIRST CLAIM FOR RELIEF
(Breach of Contract)

7. Answering Paragraph 20 of the Complaint, Defendant repeats, realleges and incorporates by this reference each and every response in Paragraphs 1 through 19 of this Answer as though fully set forth herein.

1 8. Answering Paragraph 21 of the Complaint, this Answering Defendant admits the
2 allegations contained therein.

3 9. Answering Paragraphs 22, and 23 of the Complaint, Defendant denies each and
4 every allegation contained therein.

5 THIRD CLAIM FOR RELIEF
6 (Breach of Express Warranties)

7 10. Answering Paragraph 24 of the Complaint, Defendant repeats, realleges and
8 incorporates by this reference each and every response in Paragraphs 1 through 23 of this
9 Answer as though fully set forth herein.

10 11. Answering Paragraphs 25, 26, 27, 28, 29, and 30 of the Complaint, this
11 Answering Defendant denies each and every allegation contained therein.

12 FOURTH CLAIM FOR RELIEF
13 (Negligence/ Negligence Per Se)

14 12. Answering Paragraph 31 of the Complaint, Defendant repeats, realleges and
15 incorporates by this reference each and every response in Paragraphs 1 through 30 of this
16 Answer as though fully set forth herein.

17 13. Answering Paragraph 32 of the Complaint, this Answering Defendant denies the
18 allegation as contained in lines 8 and 9 that it "caused the subject property to be designed,
19 engineered and/or constructed through their own works of labor." As to the balance of Paragraph
20 32, this Answering Defendant admits the allegations contained therein.

21 14. Answering Paragraphs 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 of the
22 Complaint, Defendant denies each and every allegation contained therein.

23 AFFIRMATIVE DEFENSES

24 FIRST AFFIRMATIVE DEFENSE

25 Plaintiffs' Complaint fails to state a claim against this Answering Defendant upon which
26 relief can be granted.

27 SECOND AFFIRMATIVE DEFENSE

28 The events referred to in and damages, if any, arising therefrom, were caused by the acts
 of a third person or persons over whom these Answering Defendant had no control, including but
 not limited to the acts or omissions of third parties.

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THIRD AFFIRMATIVE DEFENSE

Answering Defendant has been caused to employ counsel defend this action, and are entitled to a reasonable attorney's fee therefore.

FOURTH AFFIRMATIVE DEFENSE

The incidents alleged in the Complaint, and the resulting damage, if any, to Plaintiffs, were proximately caused or contributed to by the Plaintiffs' own negligence and bad acts, and such negligence and bad acts were greater than the negligence and bad acts, if any, of this Answering Defendant.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs herein failed to mitigate their damages.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs are barred by the doctrine of laches from pursuing their claims as set forth in its Complaint.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs are barred by the doctrine of impossibility of performance from pursuing claims against this Answering Defendant under any contractual or quasi-contractual theory.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs expressly and/or implied released and waived all claims pled herein against this Answering Defendant.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs are estopped from pursuing any claims against this Answering Defendant.

TENTH AFFIRMATIVE DEFENSE

Answering Defendant alleges that damages, if any, suffered by Plaintiffs were caused in whole or in part or were contributed to by reason of the negligence of the Plaintiffs, and that said negligence was greater than the negligence if any of this Answering Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs have unilaterally breached the terms of his purported Agreement(s) complained of with this Answering Defendant.

1 TWELFTH AFFIRMATIVE DEFENSE

2 The Agreement(s) as alleged by Plaintiff was breached by Plaintiffs themselves, and
3 therefore any and all damages complained of by Plaintiffs were caused by Plaintiffs' own actions
4 and inactions.

5 THIRTEENTH AFFIRMATIVE DEFENSE

6 Plaintiffs' claims are non-perfected, invalid and unenforceable,

7 FOURTEENTH AFFIRMATIVE DEFENSE

8 Plaintiffs have ratified and confirmed and accepted in all respects the acts and positions
9 of Answering Defendant.

10 FIFTEENTH AFFIRMATIVE DEFENSE

11 The acts alleged to have been wrongfully done by this Answering Defendant was
12 accomplished with authority and license given to Answering Defendant by Plaintiffs.

13 SIXTEENTH AFFIRMATIVE DEFENSE

14 Plaintiffs cannot pursue a claim for breach of contract as against this Answering
15 Defendant.

16 SEVENTEENTH AFFIRMATIVE DEFENSE

17 Plaintiffs have failed to elect their remedies.

18 EIGHTEENTH AFFIRMATIVE DEFENSE

19 Plaintiffs have failed to properly pursue the remedies under NRS 40:600 *et seq.*

20 NINETEENTH AFFIRMATIVE DEFENSE

21 Answering Defendant alleges that any award of punitive damages is an unconstitutional
22 violation of these Answering Defendant's rights under the United States Constitution including
23 the Fifth and Fourteenth Amendments right to due process.

24 TWENTIETH AFFIRMATIVE DEFENSE

25 Answering Defendant allege that Plaintiffs' claim for punitive damages are limited by
26 N.R.S. 42.005.

27 TWENTY-FIRST AFFIRMATIVE DEFENSE

28 Plaintiffs have failed to name necessary and indispensable parties for full relief in this
action.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs have failed to fulfill conditions precedent to performance by Answering Defendants, said breaches excusing performance by Answering Defendants.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 11, these Answering Defendant reserves the right to amend this Answer to add additional affirmative defenses as discovery progresses and new facts come to light.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff failed to timely serve Defendant pursuant to NRCP 4(i).

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to plead with sufficient specificity and violation of codes, ordinances, regulations, statutes or other laws.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Defendant has a right to offset against Plaintiffs' claims.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

The doctrine of unclean hands prevents any recovery by Plaintiff herein.

WHEREFORE, Answering Defendant prays that Plaintiff takes nothing by virtue of their Complaint on file herein; for costs and disbursements incurred in this action; and for such other and further relief as the Court deems just, equitable and proper.

THIRD-PARTY COMPLAINT

COME NOW Defendant/Third-Party Plaintiff WILLIAM LYON HOMES, INC. (aka PRESLEY HOMES [hereinafter referred to as "Third-Party Plaintiff"]), by and through its attorney of record R. CHRISTOPHER READE, ESQ. and ROBERT N. EATON, ESQ., of the law firm of READE & ASSOCIATES, and hereby files this Third-Party Complaints against Third Party Defendants AMERICAN ASPHALT & GRADING COMPANY; HIRSCHI MASONRY, LLC; IMPERIAL IRON, INC.; KACCEL COMMUNICATION SERVICES, INC.; MARV BLACK MASONRY, INC.; P N II, INC.; STEWART & SUNDELL CONCRETE, INC.; SUNRISE PAVING, INC.; SUN CITY LANDSCAPES & LAWN MAINTENANCE, INC.; DOES 1 through 100; and ROB CORPORATIONS I through C, alleging as follows:

GENERAL ALLEGATIONS

1
2 1. WILLIAM LYON HOMES, INC. (hereinafter WILLIAM LYON HOMES, INC.
3 or "WLHI"), refers to and incorporates herein each and every allegation by Plaintiff, which is
4 contained in Plaintiffs' Complaint, on file herein, for the purpose of establishing the fact that
5 Plaintiff has commenced suit against WLHI, but without admitting, in whole or in part, any of
6 the allegations contained in Plaintiffs' Complaint.

7 2. WILLIAM LYON HOMES, INC. is a corporation organized under the laws of the
8 State of California and is, and at all times relevant herein was doing business in Clark County,
9 Nevada.

10 3. WLHI is informed and believes, and thereon alleges that at all times relevant
11 herein, Third-Party Defendant AMERICAN ASPHALT & GRADING COMPANY, a Nevada
12 corporation, was an entity doing business in the State of Nevada and performed work on the
13 properties known as THE ENCLAVE AT STALLION MOUNTAIN - UNIT 1, Clark County
14 Assessor Parcel Map 161-15-2 (hereinafter "Subject Properties").

15 4. WLHI is informed and believes, and thereon alleges that at all times relevant
16 herein, Third-Party Defendant HIRSCH MASONRY, LLC, a Nevada corporation, was an entity
17 doing business in the State of Nevada and performed work on the Subject Properties.

18 5. WLH is informed and believes, and thereon alleges that at all times relevant
19 herein, Third-Party Defendant IMPERIAL IRON, INC., a Nevada corporation, was an entity
20 doing business in the State of Nevada and performed work on the Subject Properties.

21 6. WLH is informed and believes, and thereon alleges that at all times relevant
22 herein, Third-Party Defendant KACCEL COMMUNICATION SERVICES, INC., a Nevada
23 corporation, was an entity doing business in the State of Nevada and performed work on the
24 Subject Properties.

25 7. WLH is informed and believes, and thereon alleges that at all times relevant
26 herein, Third-Party Defendant MARY BLACK MASONRY, INC., a Nevada corporation, was
27 an entity doing business in the State of Nevada and performed work on the Subject Properties.

28 8. WLH is informed and believes, and thereon alleges that at all times relevant
herein, Third-Party Defendant P N II, INC., a Nevada corporation, was an entity doing business
in the State of Nevada and performed work on the Subject Properties.

1 9. WLH is informed and believes, and thereon alleges that at all times relevant
2 herein, Third-Party Defendant STEWART & SUNDELL CONCRETE, INC., a Nevada
3 corporation, was an entity doing business in the State of Nevada and performed work on the
4 Subject Properties.

5 10. WLH is informed and believes, and thereon alleges that at all times relevant
6 herein, Third-Party Defendant SUN CITY LANDSCAPES & LAWN MAINTENANCE, INC., a
7 Nevada corporation, was an entity doing business in the State of Nevada and performed work on
8 the Subject Properties.

9 11. WLH is informed and believes, and thereon alleges that at all times relevant
10 herein, Third-Party Defendant SUNRISE PAVING, INC., a Nevada corporation, was an entity
11 doing business in the State of Nevada and performed work on the Subject Properties.

12 12. Pursuant to the Nevada Rules of Civil Procedure, Rule 10(a), and *Nuremberger*
13 *Hercules-Werke GmbH v. Pirosisk*, 107 Nev. 873, 822 P.2d 1100 (1991), Third-Party Plaintiff is
14 informed and believes, and therefore alleges, that the true names and capacities, whether
15 individual, corporate, associate or otherwise, of DOES 1 through 100 and ROE
16 CORPORATIONS I - C are unknown to Third-Party Plaintiff who therefore sues said Third-
17 Party Defendants by said fictitious names. Third-Party Plaintiff is informed and believes that
18 each of the Third-Party Defendants designated as a DOE 1 through 100 is responsible in some
19 manner for the events and happenings described in the Third-Party Complaint which proximately
20 caused the damages to Third-Party Plaintiff as alleged herein. Third-Party Plaintiff is informed
21 and believes that each of the Third-Party Defendants designated as a ROE CORPORATION are
22 responsible in some manner for the events and happenings described in the Third-Party
23 Complaint which proximately caused the damages to Third-Party Plaintiff as alleged herein.
24 Third-Party Plaintiff is informed and believes that each of the Third-Party Defendants designated
25 as DOES and ROE CORPORATIONS in some manner performed work, installed, designed,
26 constructed or supplied materials on the Subject Properties. Third-Party Plaintiff will ask leave
27 of Court to amend the Third-Party Complaint to insert the true names and capacities of the DOE
28 and ROE CORPORATIONS and state appropriate charging allegations, when that information
 has been ascertained.

13. The work being done or materials supplied was pursuant to a contract entered into between Third-Party Plaintiff and Third-Party Defendants AMERICAN ASPHALT & GRADING COMPANY; HIRSCH MASONRY, LLC; IMPERIAL IRON, INC.; KACCEL COMMUNICATION SERVICES, INC.; MARV BLACK MASONRY, INC.; P N II, INC.; STEWART & SUNDELL CONCRETE, INC.; SUNRISE PAVING, INC.; SUN CITY LANDSCAPES & LAWN MAINTENANCE, INC.; DOES 1 through 100; and ROE CORPORATIONS I through C (hereinafter collectively referred to as "Third-Party Defendants").

14. That while working at the site, Third-Party Defendants acted in a negligent, careless and/or reckless manner and thereupon created a condition which has allegedly injured Plaintiff and is the subject of Plaintiff's Complaint on file herein.

FIRST CLAIM FOR RELIEF

(Equitable Indemnity)

15. Third-Party Plaintiff repeats and realleges the allegations of Paragraphs 1 through 14 of the General Allegations as though fully set forth herein.

16. As a result of the negligent, careless, and/or reckless actions and/or omissions of Third-Party Defendants, claims in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) have been made against Third-Party Plaintiff by Plaintiff in this Court for damages they have allegedly incurred as a result of a condition in their home in Las Vegas, Nevada.

17. The damages which have been alleged and the claims made against Third-Party Plaintiff is not the result of any acts and/or omissions of the Third-Party Plaintiff.

18. The damages which have been alleged in the claims made against the Third-Party Plaintiff is the proximate result in whole or in part of the acts of Third-Party Defendants. Moreover, Third-Party Plaintiff and Third-Party Defendants are not joint tortfeasors in pari delicto.

19. As a result of the claims against Third-Party Plaintiff, Third-Party Plaintiff may be held liable to Plaintiff for all or part of said damage which may be sustained, in which event, Third-Party Plaintiff is entitled to be indemnified by Third-Party Defendant for all such loss or damage it sustained as a result of any settlement, compromise, judgment, or award which may occur in this matter.

1 20. It has become necessary for Third-Party Plaintiff to bring this Third-Party
2 Complaint and, therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees
3 and costs.

4 SECOND CLAIM FOR RELIEF

5 (Express Indemnity)

6 21. Third-Party Plaintiff repeats and realleges the allegations contained in paragraphs
7 1 through 20 of the Complaint as if fully set forth herein.

8 22. In the contract between Third-Party Plaintiff and Third-Party Defendant, Third-
9 Party Defendant agreed with respect all work covered by the contract and to the fullest extent
10 permitted by law to defend, indemnify and hold Third-Party Plaintiff harmless.

11 23. Pursuant to the language of the contract, Third-Party Plaintiffs are entitled to be
12 indemnified for any and all losses incurred as a result of this litigation including but not limited
13 to its attorneys fees, costs of litigation, investigative costs and any amounts paid to the Plaintiff
14 as a result of a settlement, judgment or compromise.

15 24. The damages which have been alleged and the claims made against the Third-
16 Party Plaintiff is the proximate result in whole or in part of the acts of Third-Party Defendants

17 25. As a result of the claims against Third-Party Plaintiff, Third-Party Plaintiff may
18 be held liable to Plaintiffs for all or part of said damage which may be sustained, in which event,
19 Third-Party Plaintiffs are entitled to be indemnified by Third-Party Defendants, for all such loss
20 or damage it may sustain as a result of any settlement, compromise, judgment, or award which
21 may occur in this matter.

22 26. It has become necessary for Third-Party Plaintiff to bring this Third-Party
23 Complaint and, therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees
24 and costs.

25 THIRD CLAIM FOR RELIEF

26 (Contribution)

27 27. Third-Party Plaintiff repeats and realleges the allegations contained in paragraphs
28 1 through 26 of the Complaint as if fully set forth herein.

29 28. As a result of the negligent, careless, and/or reckless actions and/or omissions of
30 Third-Party Defendants, claims in excess of TEN THOUSAND AND NO/100 DOLLARS

1 (\$10,000.00) have been made against Third-Party Plaintiff and other Defendants by Plaintiff in
2 this Court for damages they have allegedly incurred at their homes in Las Vegas, Nevada.

3 29. The damages which have been alleged and the claims made against Third-Party
4 Plaintiff is the result in whole or in part of the acts and/or omissions of Third-Party Defendants.

5 30. Third-Party Plaintiff is entitled to contribution from the Third-Party Defendants
6 for their proportionate share of all such loss or damage as a result of any settlement, compromise,
7 judgment, or award which may occur in this matter.

8 31. It has become necessary for Third-Party Plaintiff to bring this Third-Party
9 Complaint and, therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees
10 and costs.

11 FOURTH CLAIM FOR RELIEF

12 (Breach of Contract)

13 32. Third-Party Plaintiff repeats and realleges the allegations contained in paragraphs
14 1 through 31 of the Complaint as if fully set forth herein.

15 33. Third-Party Plaintiff is informed and believes and thereon alleges that it entered
16 into written, oral and/or implied agreements with Third-Party Defendants.

17 34. Third-Party Plaintiff has fully performed all conditions, covenants and promises
18 required of it to be performed pursuant to the terms and conditions of said agreements.

19 35. Third-Party Defendants contracted and agreed to supply labor and materials in
20 accordance with each and every provision of said agreements.

21 36. The contracts between Third-Party Plaintiff and Third-Party Defendants contained
22 the following language or similar language in which Third-Party Defendants agreed:

23 10.1 Subcontractor shall procure and maintain, at its sole cost and expense, the
24 following insurance coverage:

25 (c) * * *
26 Comprehensive General Liability or Commercial General Liability:
27 The limits of liability shall not be less than:
28 (1) Comprehensive General Liability:
\$1,000,000 Combined Single Limit
Bodily Injury/Property Damage per Occurrence

OR

(2) Commercial General Liability
The limits of liability shall not be less than:
Each Occurrence Limit \$1,000,000

* * *

(3) Both policy forms must include:

* * *

(e) An endorsement naming Contractor and any other parties in interest as additional insured(s) under the coverage specified under Insurance requirement 3. Such endorsement shall contain the following provision:

It is understood and agreed that coverage afforded by this Policy shall also apply to William Lyon Homes, Inc., its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders and affiliated companies as additional insured but only with respect to legal liability or claims caused by, arising out of, or resulting from the acts or omissions, work or work product of the named insured or of others performed on behalf of the named insured.

The above endorsement shall be acceptable as well as ISO forms CG2010B 11/85 or CG2026 11/85. ISO forms CG 2010A or CG 2010B 10/93 or their equivalent are not acceptable. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage is not acceptable.

((f)) An endorsement stating "Such coverage as is afforded for by this Policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

37. Third-Party Defendants have breached these provisions of the Contract.

38. It has become necessary for Third-Party Plaintiff to bring this Third-Party Complaint and, therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees and costs.

FIFTH CLAIM FOR RELIEF

(Apportionment)

39. Third-Party Plaintiff repeats and realleges the preceding paragraphs 1 through 38 as though fully set forth at length herein.

40. In the event that the trier of fact concludes that Plaintiffs' allegations, or any of them, are meritorious, then to the extent of WLHI's liability to Plaintiff, WLHI alleges that any responsibility and/or liability on the part of WLHI is due to the negligence and/or fault of Third-Party Defendants in the performance of the materials supplied for installation at the Subject Property.

41. Based upon the acts and/or omissions of the Third-Party Defendants, if Plaintiff recovers against WLHI, then WLHI is entitled to apportionment of liability among and from the Third-Party Defendants, and each of them, according to their respective fault, for any and all damage, liability, loss, judgment, settlement amounts and expenses including, but not limited to

1 attorney fees, awards, compromises, costs, expert fees and fines incurred by, or on behalf of,
2 WLHI by reasons of the acts or omissions of Third-Party Defendants:

3 42. It has been necessary for WLHI to retain the services of Reade & Associates to
4 defend and bring this action and, therefore, WLHI is entitled to recover attorney's fees and costs
5 herein, pursuant to NRS 18.010 and Nevada Law.

6 SIXTH CLAIM FOR RELIEF

7 (Breach of Express or Implied Warranties)

8 43. Third-Party Plaintiff repeats and realleges the allegations contained in paragraphs
9 1 through 42 of the Complaint as if fully set forth at length herein.

10 44. Each of the above named Third-Party Defendants applied for payment for
11 services and/or materials and provided for express and implied warranties to WLHI including,
12 but not limited to, representation that work and/or materials performed and installed at the
13 Subject Property was performed(i) in full accordance with the plans, specifications and contract
14 requirements; (ii) in a good, workmanlike and substantial manner per accepted industry
15 standards; and (iii) in accordance with applicable codes, statutes and/or ordinances within the
16 jurisdiction in which the Subject Property was built.

17 45. Third-Party Plaintiff relied upon said warranty and belief that said work and
18 materials conformed to said standards and would be installed in a workmanlike and substantial
19 manner for its intended use and purpose.

20 46. As a result of the allegations contained in Plaintiffs' Complaint, Third-Party
21 Plaintiff is informed and believes and thereon alleges that Third-Party Defendants, and each of
22 them, breached said warranties as alleged by Plaintiff and numerous alleged deficiencies may
23 exist at the Subject Property as set forth in the Complaint on file herein, which alleged
24 deficiencies are incorporated herein by reference.

25 47. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party
26 Defendants, and each of them, declined to acknowledge their responsibilities to repair the alleged
27 deficiencies.

28 48. As a proximate result of the breach of express and implied warranties by Third-
Party Defendants, and each of them, WLHI alleges that it will suffer damages in an amount equal

1 to any sums paid by way of liability, loss, judgment, settlement amounts and expenses including,
 2 but not limited to; attorney fees, awards, compromises, costs, expert fees and fines incurred by,
 3 or on behalf of, WLHI in the underlying action.

4 49. It has been necessary for WLHI to retain the services of READE &
 5 ASSOCIATES to defend and bring this action and, therefore, WLHI is entitled to recover
 6 attorney fees and costs herein, pursuant to NRS 18.010 and Nevada Law.

7 SEVENTH CLAIM FOR RELIEF

8 (Negligence)

9 50. Third-Party Plaintiff repeats and realleges the preceding paragraphs 1 through 49
 10 as though they were fully set forth at length herein.

11 51. Third-Party Defendants, and each of them, owed a contractual and/or legal duty to
 12 WLHI to exercise due and reasonable care in supplying labor and materials to the Subject
 13 Property.

14 52. Third-Party Defendants also had a legal duty to abide by local construction
 15 practices, industry standards, governmental codes and restrictions, manufacturers requirements,
 16 Clark County Building Codes, product specifications and/or the laws of the State of Nevada.

17 53. If the Subject Property is defectively designed, developed and/or constructed,
 18 Third-Party Defendants, and each of them, are responsible for such defects, in that they failed to
 19 act reasonably in the supplying of materials to the Subject Property, thereby breach their duty
 20 owed to Third-Party Plaintiff, WLHI.

21 54. If the Subject Property is ultimately found by the trier of fact to have been
 22 defectively designed, developed and/or constructed as alleged by Plaintiffs' Complaint, the acts
 23 or omissions of Third-Party Defendants, and each of them, were the direct and proximate cause
 24 of any and all damages incurred by Third-Party Plaintiff.

25 55. Third-Party Plaintiff is informed, and believes, and thereon alleges that Plaintiffs'
 26 damages, if any, were proximately caused by Third-Party Defendants, and each of them, and that
 27 said Third-Party Defendants are liable for the damages sought by Plaintiffs in their Complaint.

28 56. The breaches of the aforementioned duties by each Third-Party Defendant, as
 described above, were and are the actual and proximate cause of damages to WLHI, in excess of
 \$10,000.00.

1 57. It has been necessary for WLHI to retain the services of READE &
2 ASSOCIATES to defend and bring this action and, therefore, WLHI is entitled to recover
3 attorney fees and costs herein, pursuant to NRS 18.010 and Nevada Law.

4 **EIGHTH CLAIM FOR RELIEF**

5 (Declaratory Relief)

6 58. Third-Party Plaintiff repeats and realleges the preceding paragraphs 1 through 57
7 as though they were fully set forth at length herein.

8 59. A dispute has arisen and actual controversy now exists between Third-Party
9 Plaintiff and Third-Party Defendants, and each of them, as to their rights and liabilities with
10 respect to any ultimate responsibility in the underlying action, and with respect to the right to
11 receive, or duty to give, indemnification in proportion to their comparative fault, if any.
12 WILLIAM LYON HOMES, INC. contends that if it suffers judgment in the underlying action,
13 or if it pays monies by way of reasonable compromise of said claim, WLHI is entitled to be
14 indemnified by Third-Party Defendants and to judgment over and against them, to the extent of
15 Third-Party Defendants' negligence, fault, and/or liability in the underlying action. WLHI is
16 informed and believes that Third-Party Defendants contend to the contrary. Therefore, an actual
17 controversy exists relative to the legal duties and rights of the respective parties pursuant to their
18 written, oral, and/or implied agreements, which controversy WLHI requests the Court to resolve.

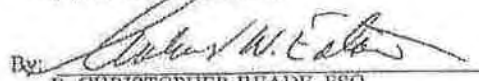
19 60. All of the rights and obligations of the parties hereto arose out of what is actually
20 one transaction or one series of transactions, happenings, or events, all of which can be settled
21 and determined in a judgment in this one action. Third-Party Plaintiff WLHI alleges that an
22 actual controversy exists between the parties to the Third-Party Complaint under the
23 circumstances alleged. A declaration of rights, responsibilities, and obligations of Third-Party
24 Plaintiff and Third-Party Defendants, and each of them, is essential to determine their respective
25 obligations in connection with the principal action and the Third-Party Complaint. Third-Party
26 Plaintiff has no true and speedy remedy at law of any kind.

27 61. It has been necessary for WLHI to retain the services of READE &
28 ASSOCIATES to defend and bring this action and, therefore, WLHI is entitled to recover
attorney fees and costs herein, pursuant to NRS 18.010 and Nevada Law.

1 WHEREFORE, Third-Party Plaintiff WILLIAM LYON HOMES, INC. prays for relief
2 as follows:

- 3 1. For general and special damages in excess of \$10,000.00
4 2. That this Court declare that Third-Party Plaintiff has a right of equitable
5 indemnity for all amounts that it is required to pay by way of settlement, compromise, judgment
6 or award;
7 3. That this Court declare that Third-Party Plaintiff has a right of express indemnity
8 for all amounts that it is required to pay by way of settlement, compromise, judgment or award;
9 4. That this Court declare that Third-Party Plaintiff has a right of contribution from
10 Third-Party Defendants for all amounts that it is required to pay by way of settlement,
11 compromise, judgment or award;
12 5. For pre-judgment interest; reasonable attorney's and expert's fees;
13 6. For consequential damages in excess of \$10,000.00;
14 7. For incidental damages in excess of \$10,000.00;
15 8. For an apportionment of liability among the Third-Party Defendants, and each of
16 their award of reasonable attorney's fees.
17 9. For a declaration of rights and obligations as between Third-Party Plaintiff and
18 Third-Party Defendants, and each of them;
19 10. For contribution pursuant to NRS 17.255; and
20 11. For such other relief as this Court may deem just, equitable, and proper.
21 DATED this 18th day of February, 2011.

22 READE & ASSOCIATES

23 By: 
24 R. CHRISTOPHER READE, ESQ.
25 Nevada Bar No. 006791
26 ROBERT N. EATON, ESQ.
27 Nevada Bar No. 009547
28 4560 South Decatur Blvd., Suite 201
Las Vegas, Nevada 89103
Tel: (702) 794-4411
Fax: (702) 794-4421
Attorneys for Defendants/Third-Party Plaintiffs
WILLIAM LYON HOMES, INC.

CERTIFICATE OF SERVICE

Pursuant to NRCF 5(b) I hereby certify that I am an employee of READE & ASSOCIATES, and that on the 18th day of February, 2011, I served a true and correct copy of the WILLIAM LYON HOMES, INC'S ANSWER AND THIRD-PARTY COMPLAINT pursuant to the Electronic Filing Order on file herein.


An Employee of Reade & Associates

EXHIBIT 59

(Part 1)

August 4, 2004 letter from Stallion Mountain Homeowners' Association's counsel to William Lyon Homes, Inc. and attached defect list (ISIC 2920-2946)

Part 1 (ISIC 2920-2932)

5 P11



DANIEL E. ANGIUS
PAUL P. TERRY, JR.
BRADLEY J. EPSTEIN
EDWARD J. SONG
DAVID A. GILBERT
MELISSA DYBELL

9580 West Sahara Avenue
Suite 180
Las Vegas
Nevada 89117
Telephone 702 990 2017
Facsimile 702 990 2018
Email info@angius-terry.com

August 4, 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William Lyon Homes, Inc.
c/o Gonzalez and Salzano, CHTD.
1830 East Sahara Ave., Suite 102
Las Vegas, NV 89104

William Lyon Homes, Inc.
c/o Wade Cable
1930 E. Sahara Ave., Suite 102
Las Vegas, NV 89104

Re: Stallion Mountain Homeowner's Association

I represent Stallion Mountain Homeowner's Association and potential class Representatives ("Association") regarding defective construction of the common area and individually owned areas located within the community. This letter is to serve as the notice required by Nevada Revised Statutes 40.645. Please direct your response to this notice to my attention at the address above.

The Association has retained experts and has performed preliminary inspections at several common area locations in the Enclave development.

Based on the problems reported by the Association and the findings of the experts, the Association is advising you that, without limitation, the following project systems have construction deficiencies:

- Metal fencing is deteriorating and has improper clearance to the supporting soil.
- Water ponding in the concrete drainage swales and gutters.
- Cracked or chipped concrete curb or curb and gutter
- Landscape rock is deteriorating.
- Chipped concrete sidewalks.

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ISIC 2920

AA003210



August 4, 2004
Page 2

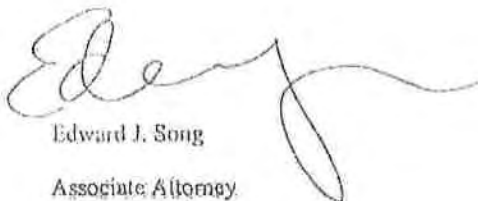
- The flow line of the gutter is not properly constructed such that it retains the nuisance flows from irrigation.
- Cracked and deteriorated asphalt pavement.
- Cracked and chipped concrete utility vault aprons.
- Blue reflective fire hydrant location markers omitted.

A copy of the expert report prepared by the Association's expert Burkett & Wong is attached hereto. The expert report specifies the defects or damage in reasonable detail. The reports describe the location of the defects, the resulting damage from the defects, and the cause of the defects to the extent known.

If you have any comments, questions or concerns, please call.

Very truly yours,

ANGIUS & TERRY LLP



Edward J. Song
Associate Attorney

CONFIDENTIALITY NOTICE: This letter and its contents are confidential and may be subject to the attorney-client privilege.

ISIC 2921

AA003211

July 9, 2004

Mr. Marshall Carpenter, and
Mr. Bill Amor
CMA
5245 Edmond Street
Building 8, Office
Las Vegas, NV 89118
FAX: 702.262-4230



Mr. Paul Terry
ANGIUS & TERRY
9580 West Sahara Avenue, Suite 180
Las Vegas, NV 89117
FAX: 702.990.2018

Project: Stallion Mountain, Henderson, NV. (Photo 1)

Dear Gentlemen:

The following is a Preliminary list of the Civil Engineering-related defects observed during our recent site inspection of the Enclave development in Stallion Mountain.

1. Defect: Metal fencing is deteriorating and has improper clearance to the supporting soil. (Photos 2 & 3)
Location: The entry and along the perimeter of the development.
Cause: Improper installation and construction.
Damage: Deterioration and failure of the security gates and fencing.
2. Defect: Water ponding in the concrete drainage swales and gutters. (Photos 4, 5 & 6)
Location: Drive lanes within the development.
Cause: Improper installation and construction.
Damage: Deterioration and failure of the asphalt pavement and concrete gutters.
3. Defect: Cracked or chipped concrete curb or curb and gutter. (Photos 7 & 8)
Location: Parking lot and drive lanes within the development.
Cause: Improper installation and construction.
Damage: Aesthetically unacceptable deterioration and failure of the asphalt pavement.

3124 Fountain Avenue, San Diego, California 92103-4911 Telephone: (619) 246-5550 Fax: (619) 299-9924
San Diego & Las Vegas
www.burkettwong.com

ISIC 2922

AA003212

Mr. Marshall Carpenter, and
Mr. Bill Amor
CMA
Mr. Paul Terry
ANGIUS & TERRY
July 9, 2004
Page 2 of 3.

4. Defect: Landscape rock is deteriorating. (Photo 9)
Location: Landscape areas within the development.
Cause: Improper rock selection for the location.
Damage: Aesthetically unacceptable.
5. Defect: Chipped concrete sidewalks. (Photo 10)
Location: Private concrete walkways within the development.
Cause: Improper installation.
Damage: Creates a "trip and fall" hazard for pedestrians; aesthetically unacceptable; provides an opening for water to deteriorate concrete surface.
6. Defect: The flow line of the gutter is not properly constructed such that it retains the nuisance flows from irrigation. (Photos 11, 12 & 13)
Location: Drive lanes within the development.
Cause: Improper installation and construction.
Damage: Deterioration and failure of the asphalt pavement and concrete gutters.
7. Defect: Cracked and deteriorated asphalt pavement. (Photos 14, 15 & 16)
Location: Drive lanes within the development.
Cause: Improper mix design or installation of the asphalt pavement section or sub-base material.
Damage: Rapid deterioration and failure of the asphalt pavement.
8. Defect: Cracked and chipped concrete utility vault aprons. (Photos 17 & 18)
Location: Private concrete walkways within the development.
Cause: Improper installation and soil compaction.
Damage: Aesthetically unacceptable; provides an opening for water to deteriorate concrete surface.


Mr. Marshall Carpenter, and
Mr. Bill Arrior
CMA
Mr. Paul Terry
ANGIUS & TERRY
July 9, 2004
Page 3 of 3

9. Defect: Blue reflective fire hydrant location markers omitted. (Photo 19)
Location: Private streets within the development.
Cause: Improper installation or omission during construction.
Damage: Prevent fire department from readily locating hydrant in an emergency.

A more detailed investigation may reveal additional categories of defects.

Sincerely,

BURKETT & WONG ENGINEERS


Robert M. Shaffer, P.E.
Principal

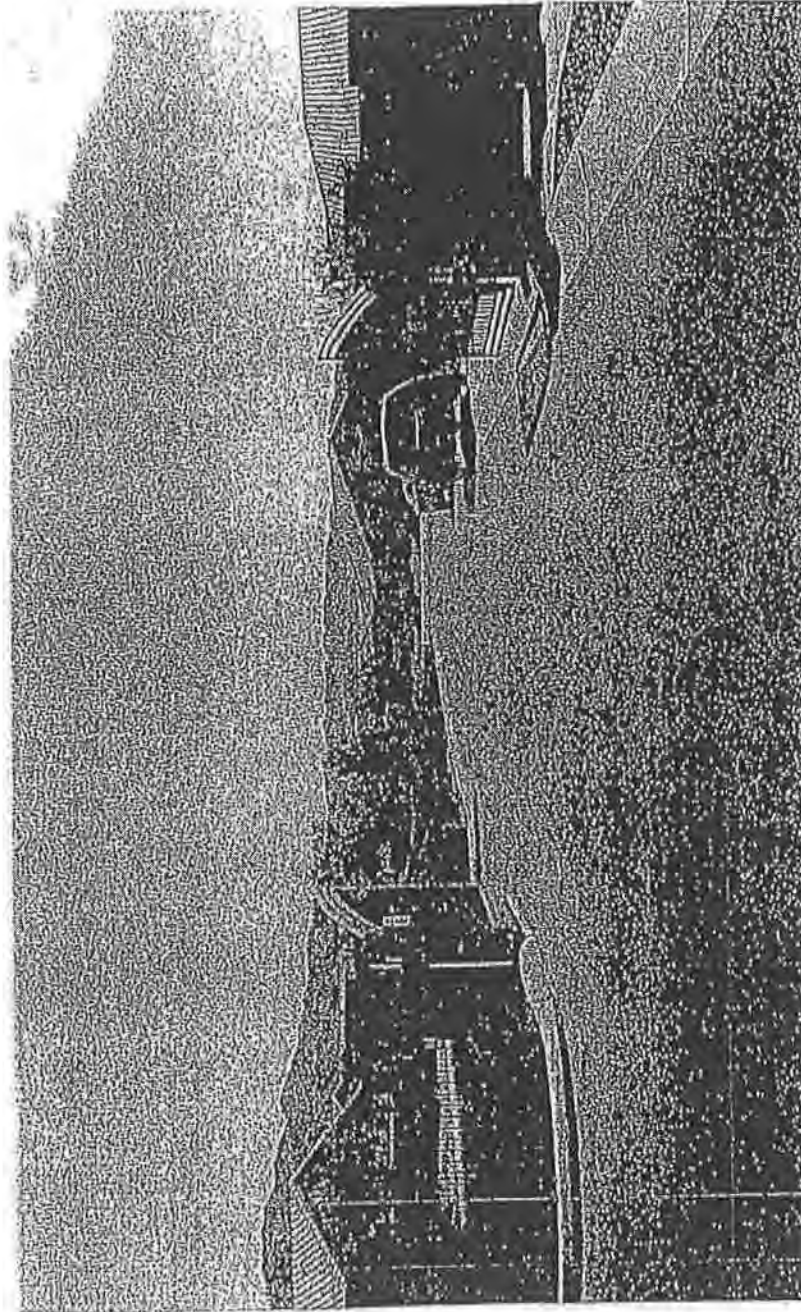
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Encl.: Colored Xerox copies of site photos

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ISIC 2924

AA003214



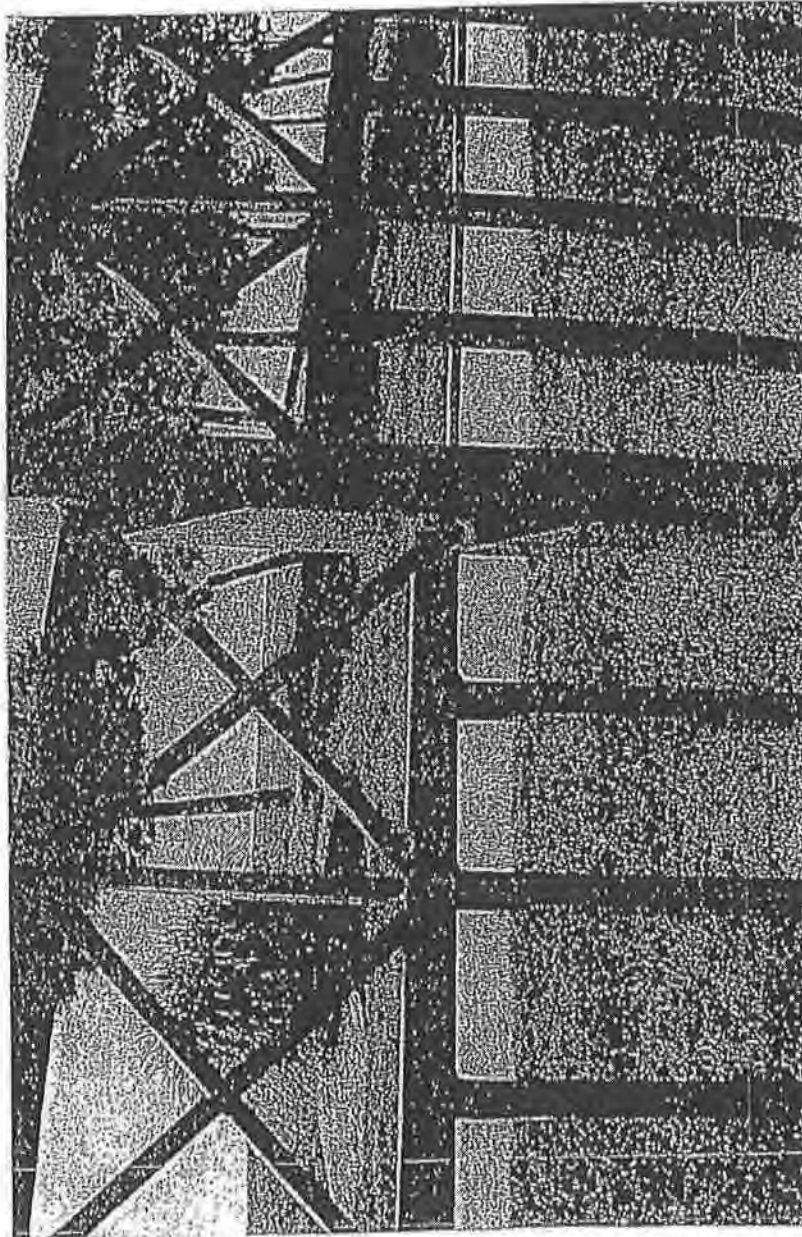
STALLION MOUNTAIN
LAS VEGAS, NEVADA

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2925

AA003215



METAL FENCING IS DETERIORATING AND HAS IMPROPER
CLEARANCE TO THE SUPPORTING SOIL

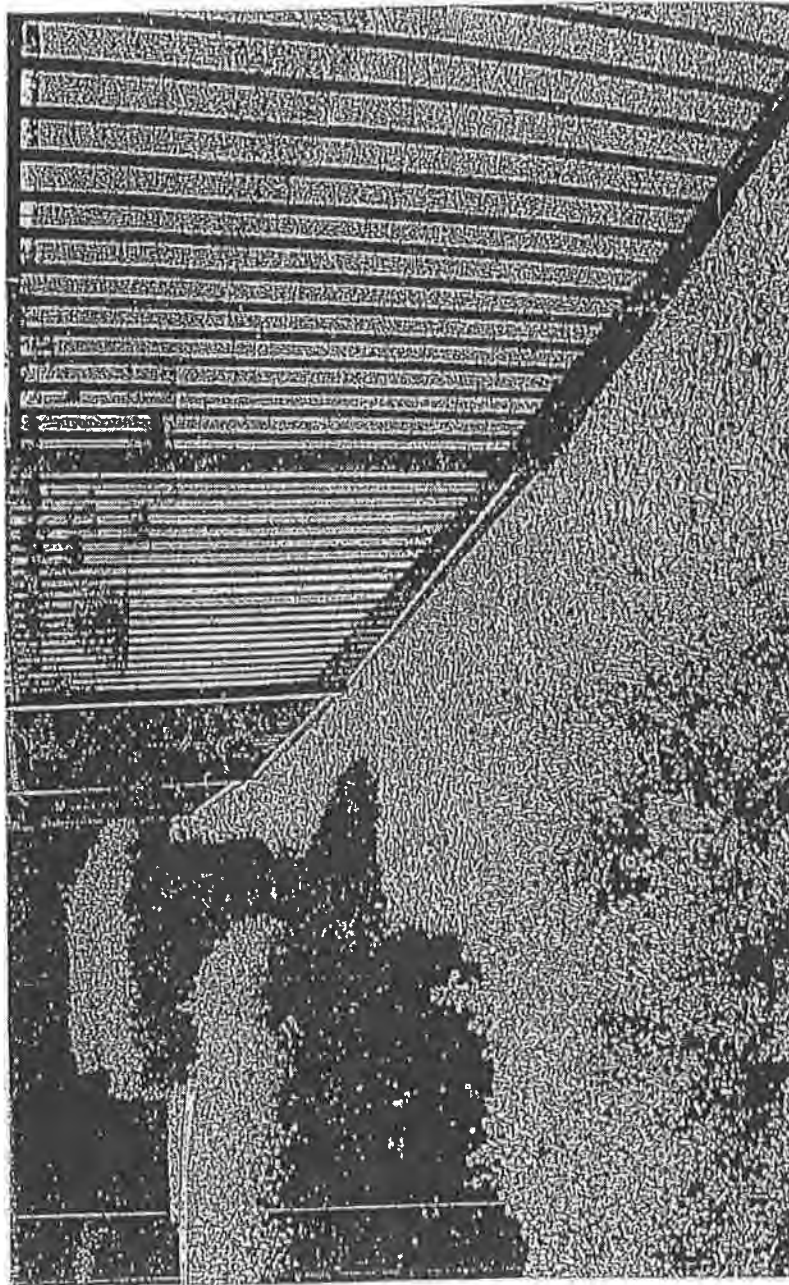
DEFECT 1

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2926

AA003216



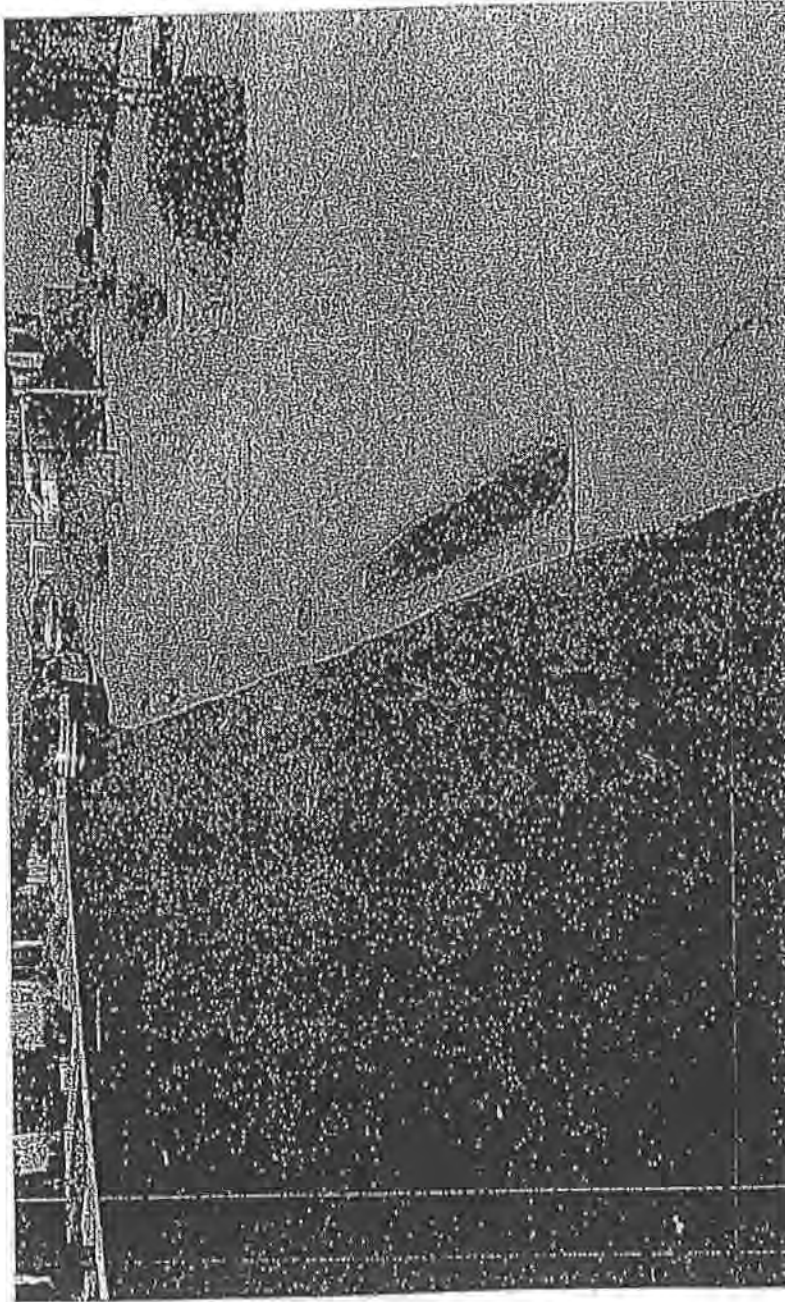
METAL FENCING IS DETERIORATING AND HAS IMPROPER
CLEARANCE TO THE SUPPORTING SOIL
DEFECT 1

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2927

AA003217



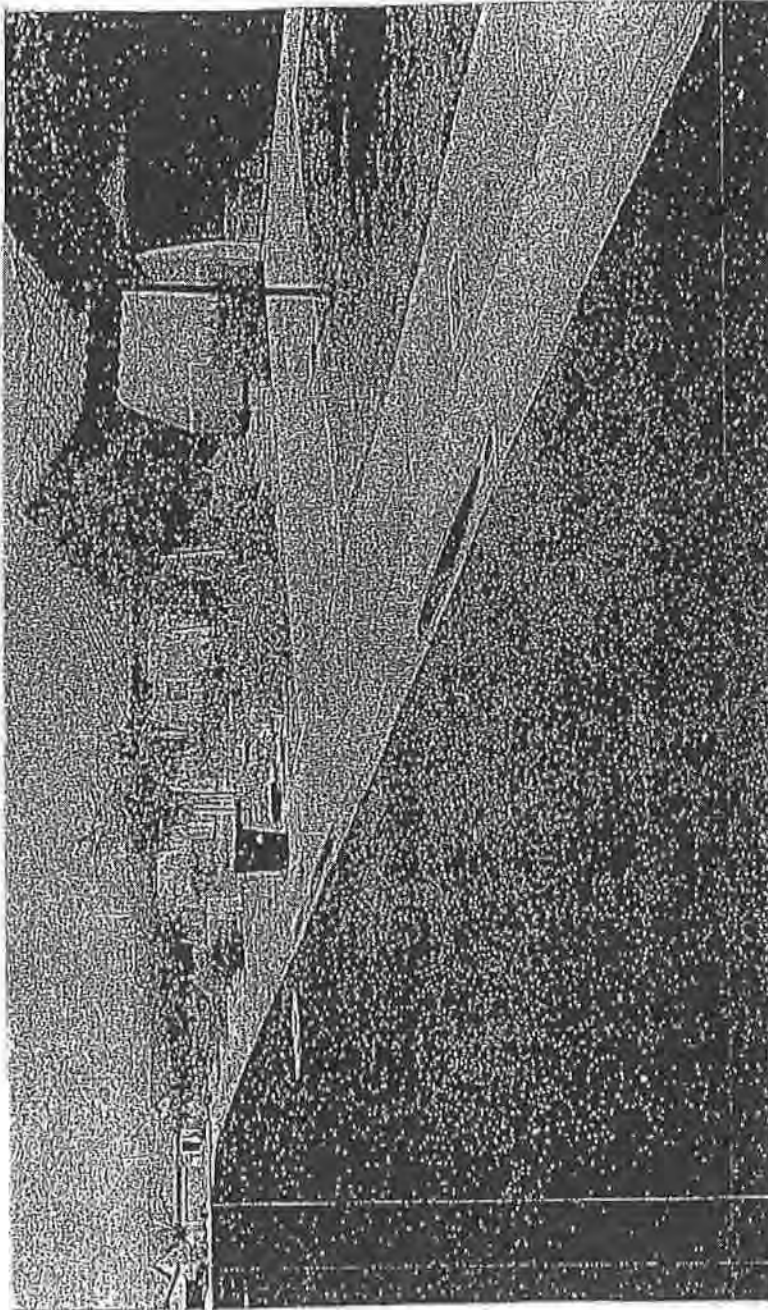
WATER PONDING IN THE CONCRETE
DRAINAGE SWALES AND GUTTERS
DEFECT 2

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKEIT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2928

AA003218



WATER PONDING IN THE CONCRETE
DRAINAGE SWALES AND GUTTERS
DEFECT 2

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2929

AA003219



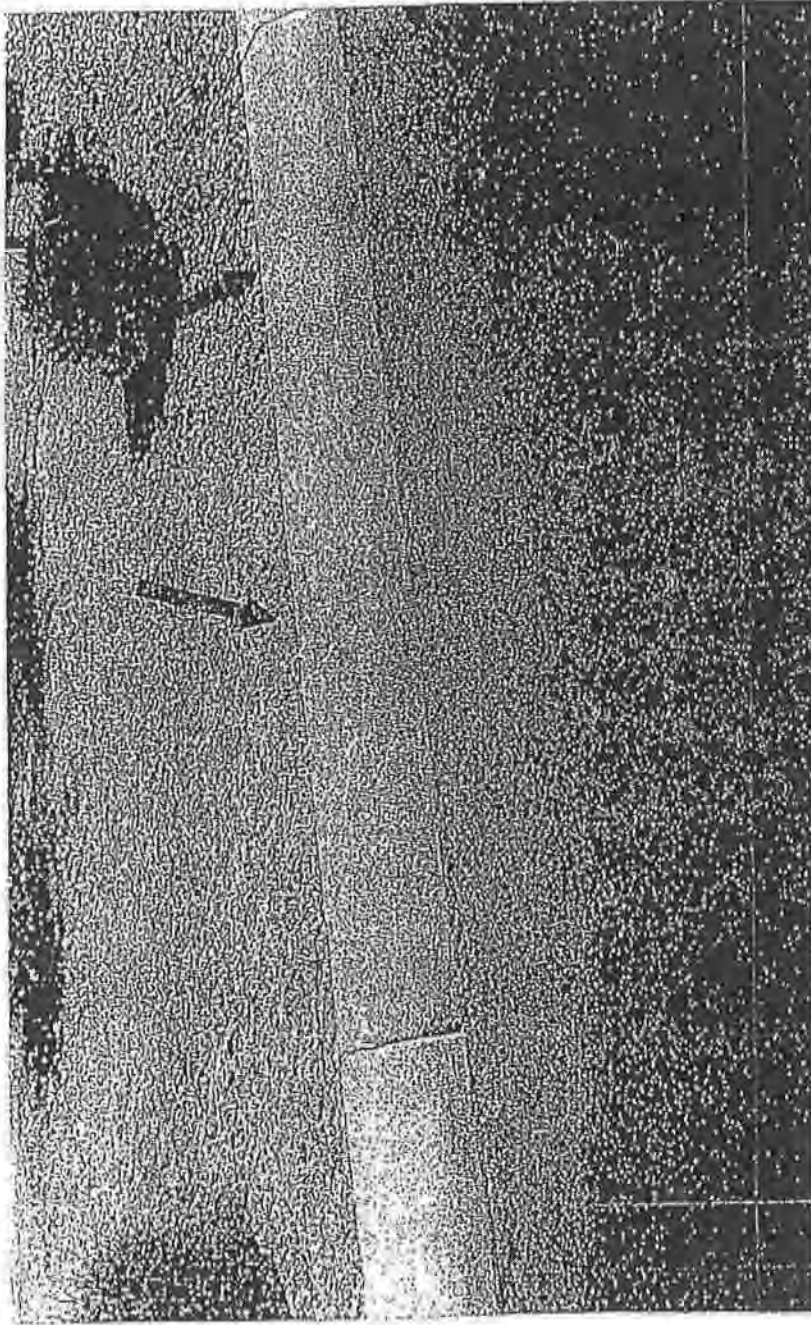
WATER PONDING IN THE CONCRETE
DRAINAGE SWALES AND GUTTERS
DEFECT 2

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2930

AA003220



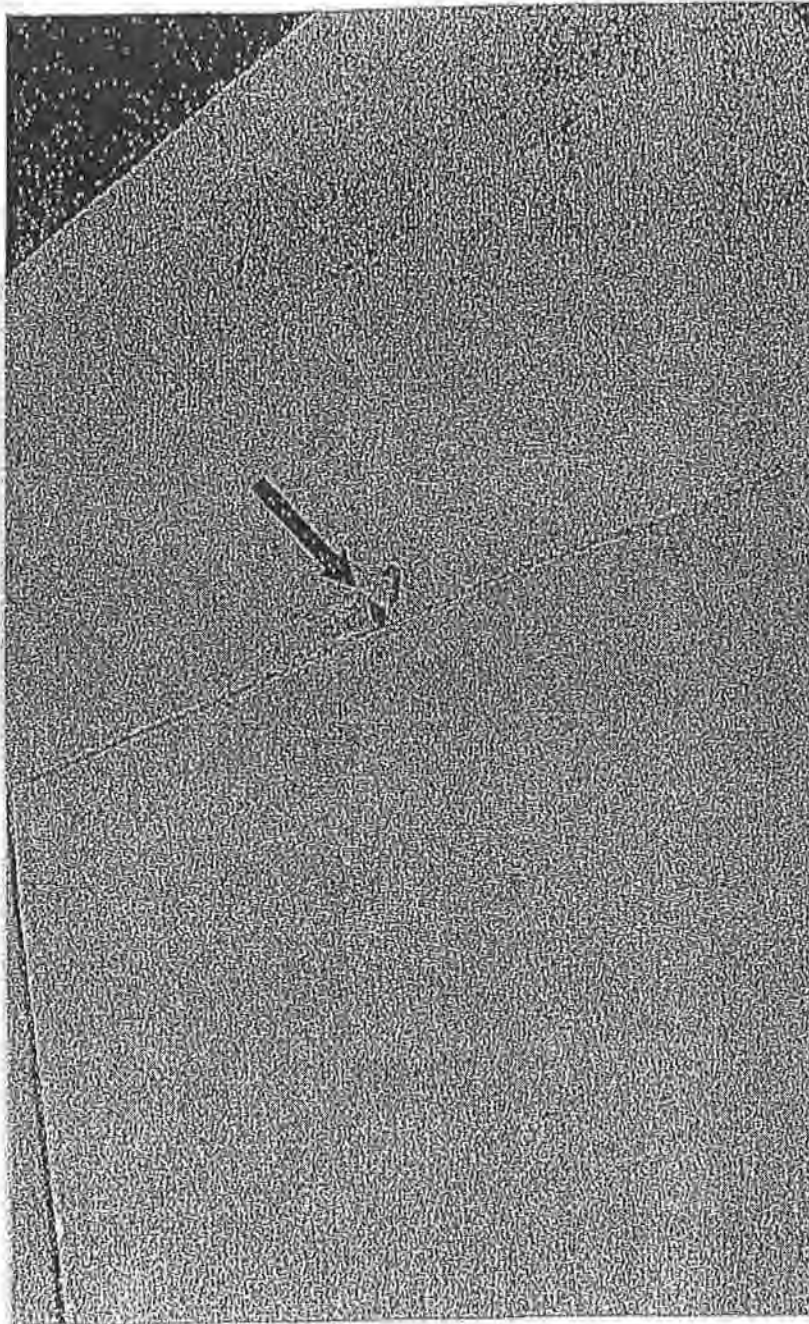
CRACKED OR CHIPPED CONCRETE CURB OR CURB AND GUTTER
DEFECT 3

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2931

AA003221



CRACKED OR CHIPPED CONCRETE CURB OR GUTTER
DEFECT 3

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

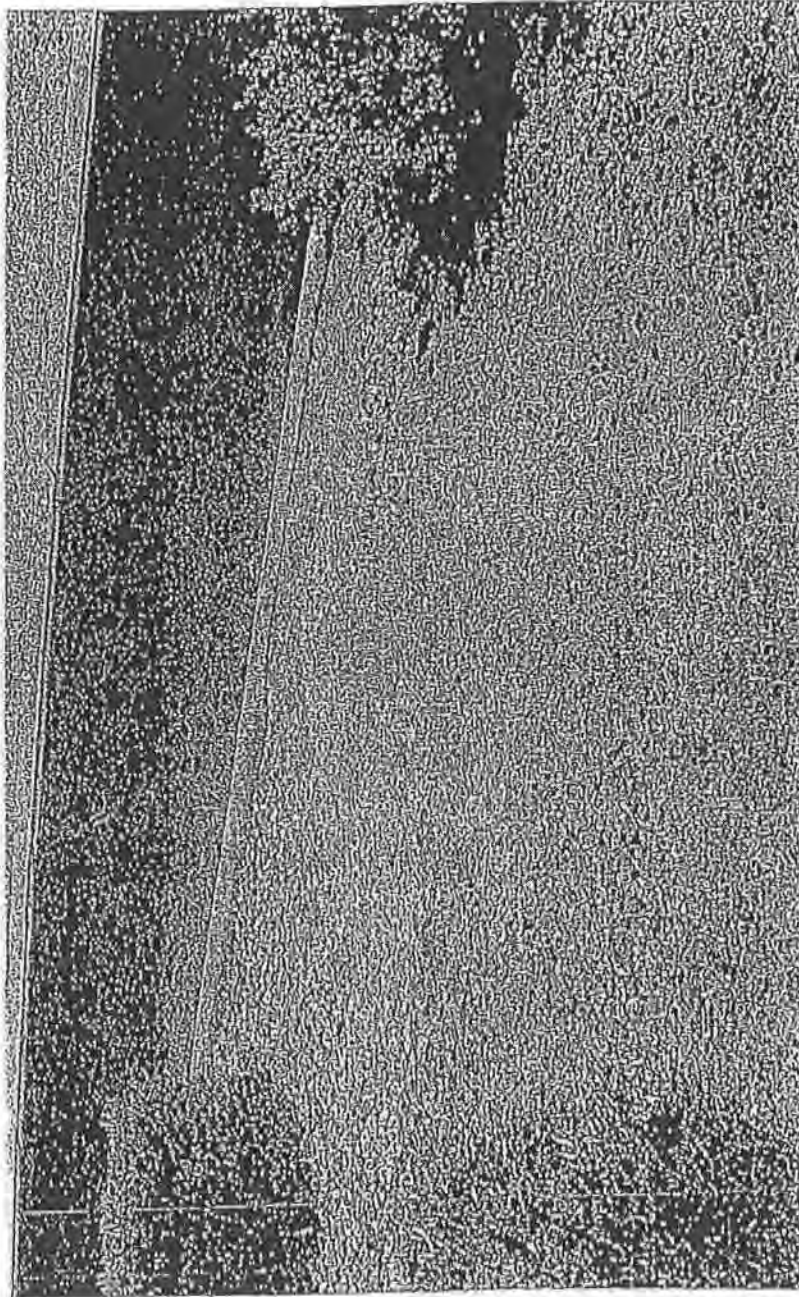
ISIC 2932

AA003222

EXHIBIT 59

(Part 2)

August 4, 2004 letter from Stallion Mountain Homeowners' Association's
counsel to William Lyon Homes, Inc. and attached defect list (ISIC 2920-2946)
Part 2 (ISIC 2933-2946)



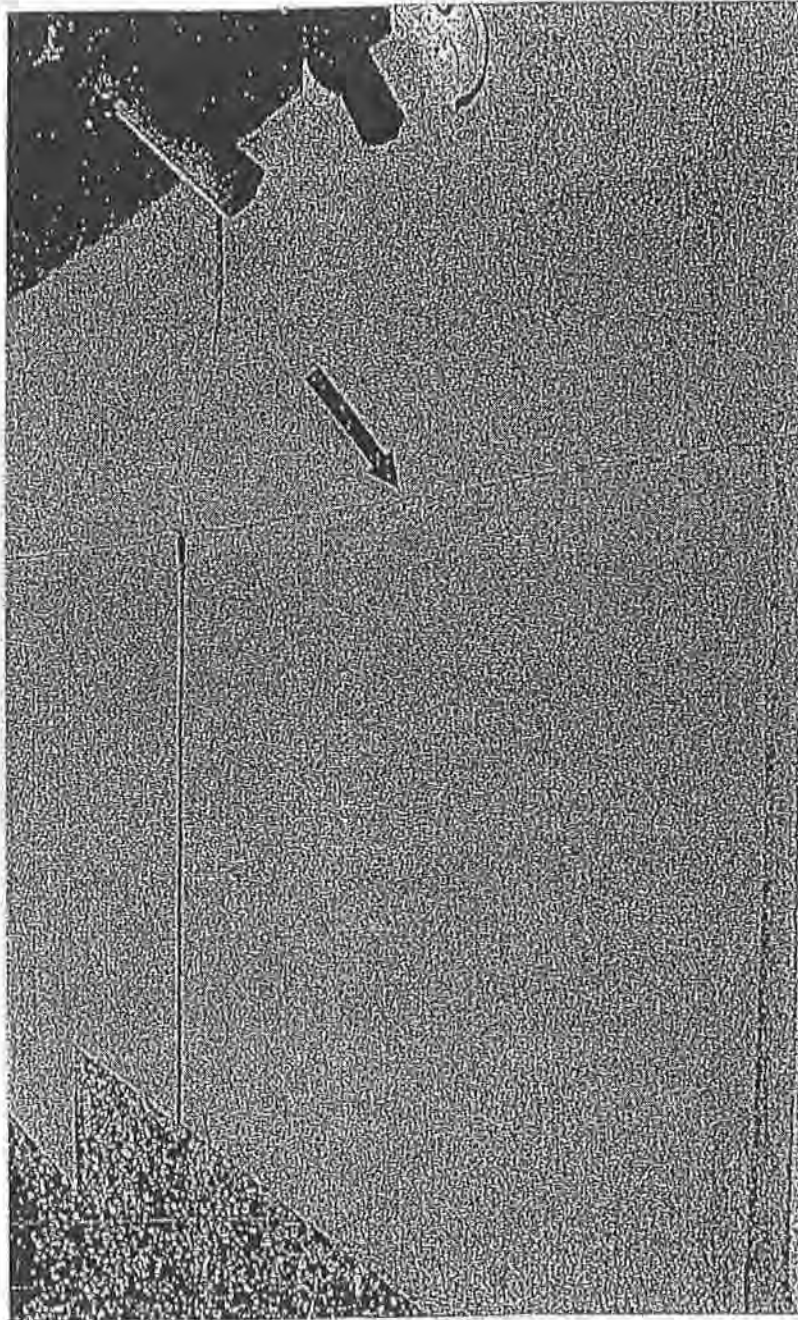
LANDSCAPE ROCK IS DETERIORATING
DEFECT 4

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2933

AA003224



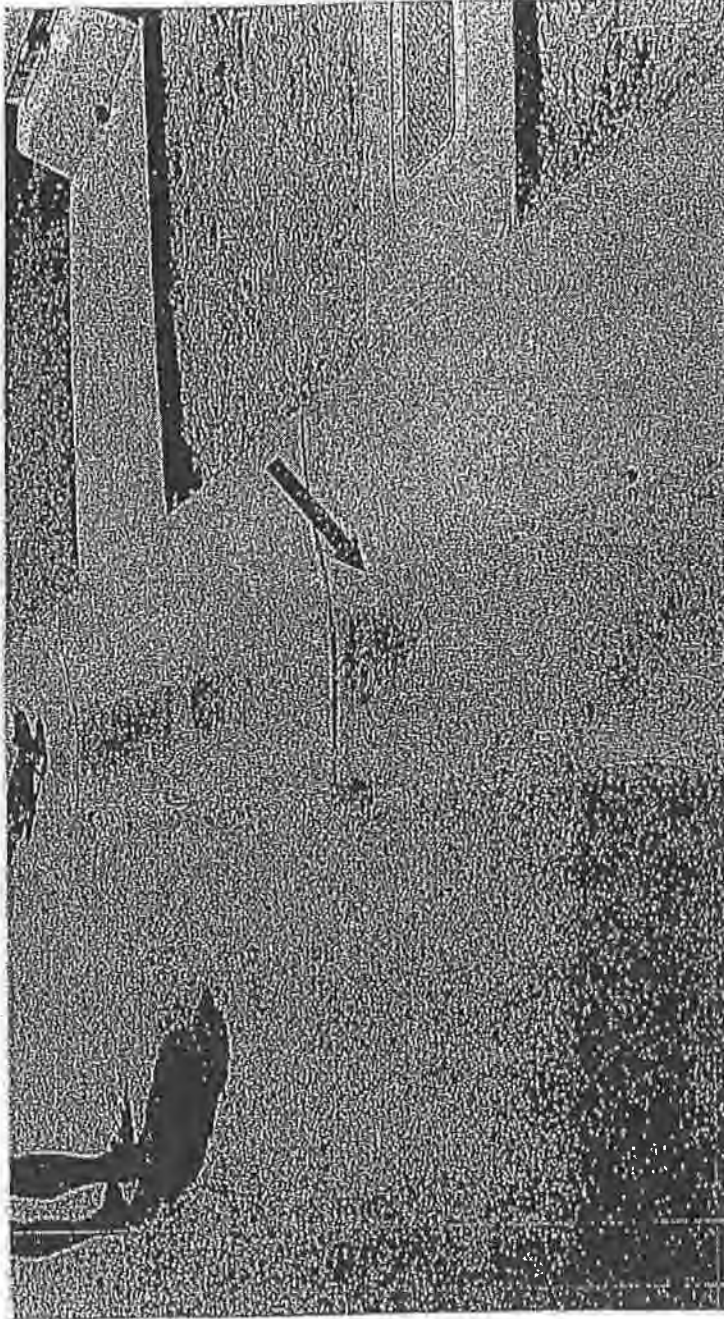
CHIPPED CONCRETE SIDEWALKS
DEFECT 5

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2934

AA003225



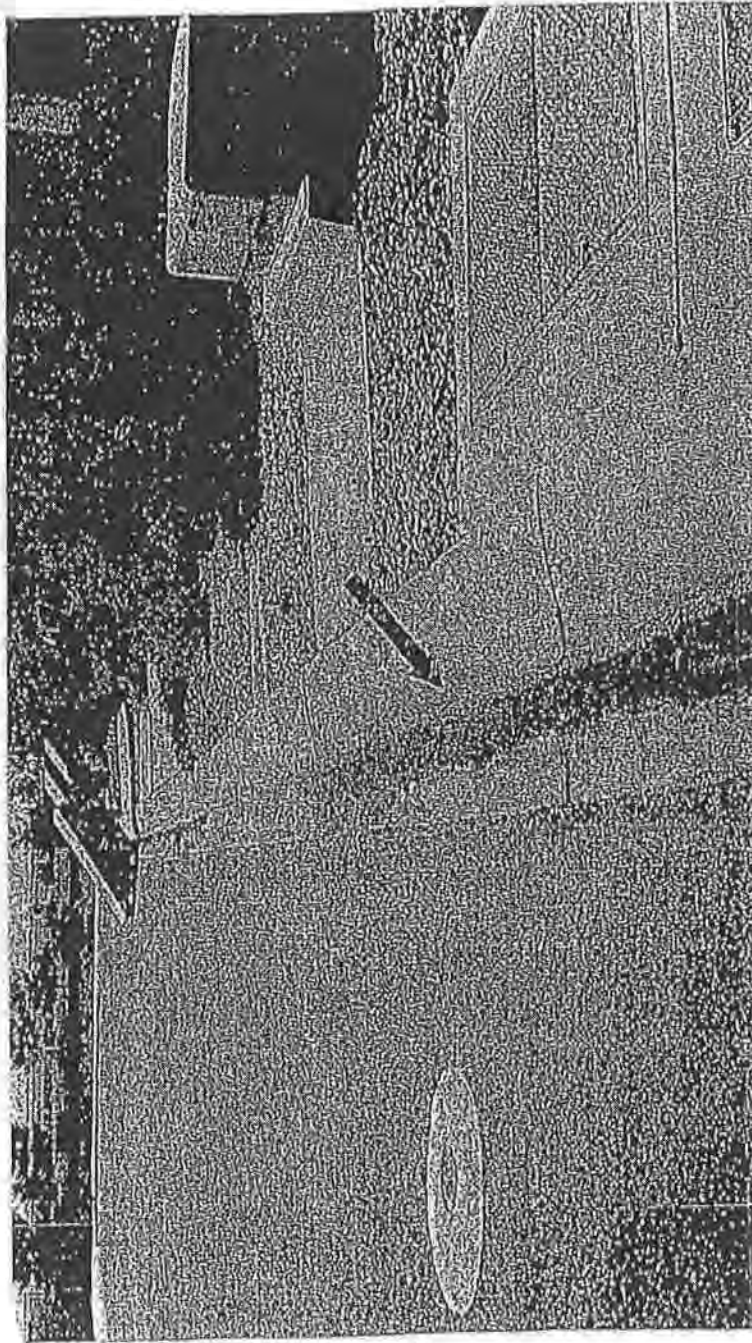
THE FLOW LINE OF THE GUTTER IN NOT PROPERLY
CONSTRUCTED SUCH THAT IT RETAINS THE
NUISANCE FLOWS FROM IRRIGATION
DEFECT 6

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2935

AA003226



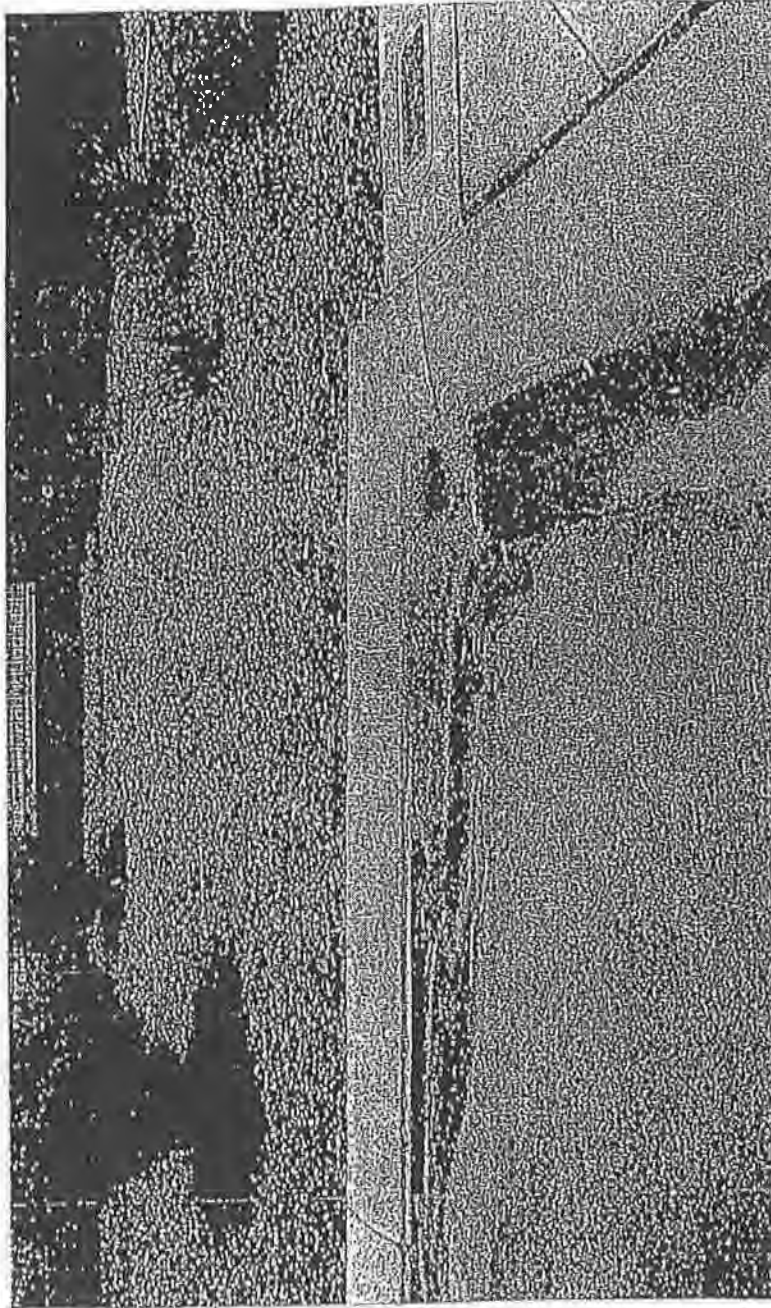
THE FLOW LINE OF THE GUTTER IN NOT PROPERLY
CONSTRUCTED SUCH THAT IT RETAINS THE
NUISANCE FLOW'S FROM IRRIGATION
DEFECT 6

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2936

AA003227



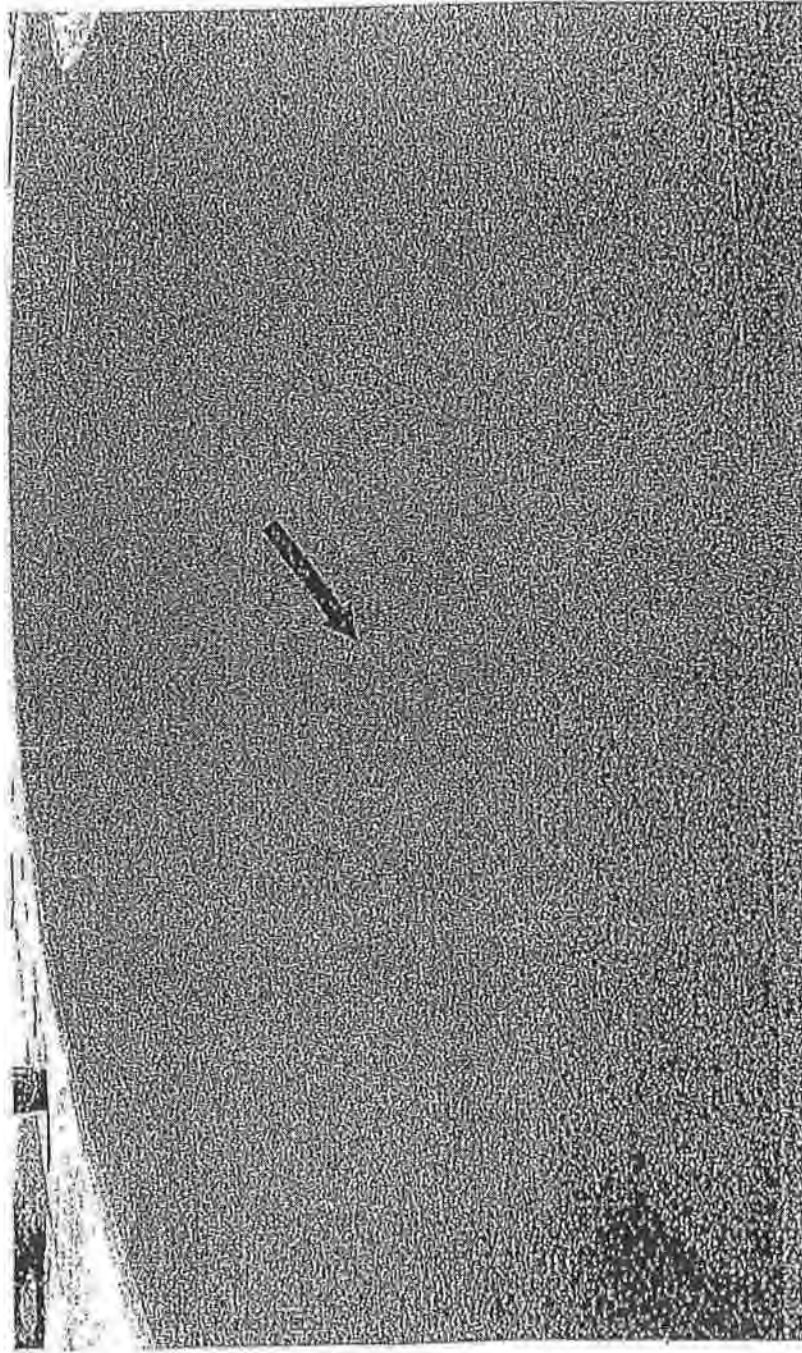
THE FLOW LINE OF THE GUTTER IN NOT PROPERLY
CONSTRUCTED SUCH THAT IT RETAINS THE
NUISANCE FLOWS FROM IRRIGATION
DEFECT 6

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2937

AA003228



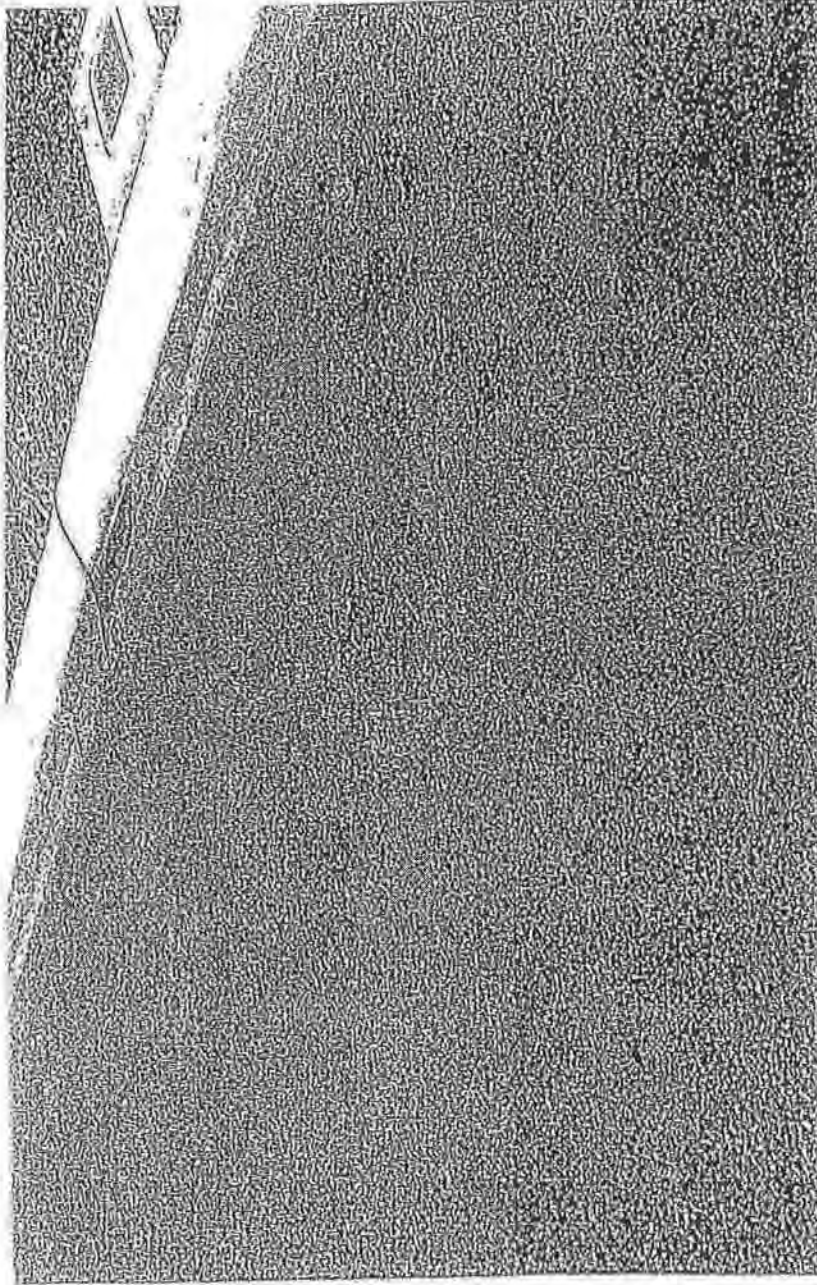
CRACKED AND DETERIORATED ASPHALT PAVEMENT
DEFECT 7

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2938

AA003229



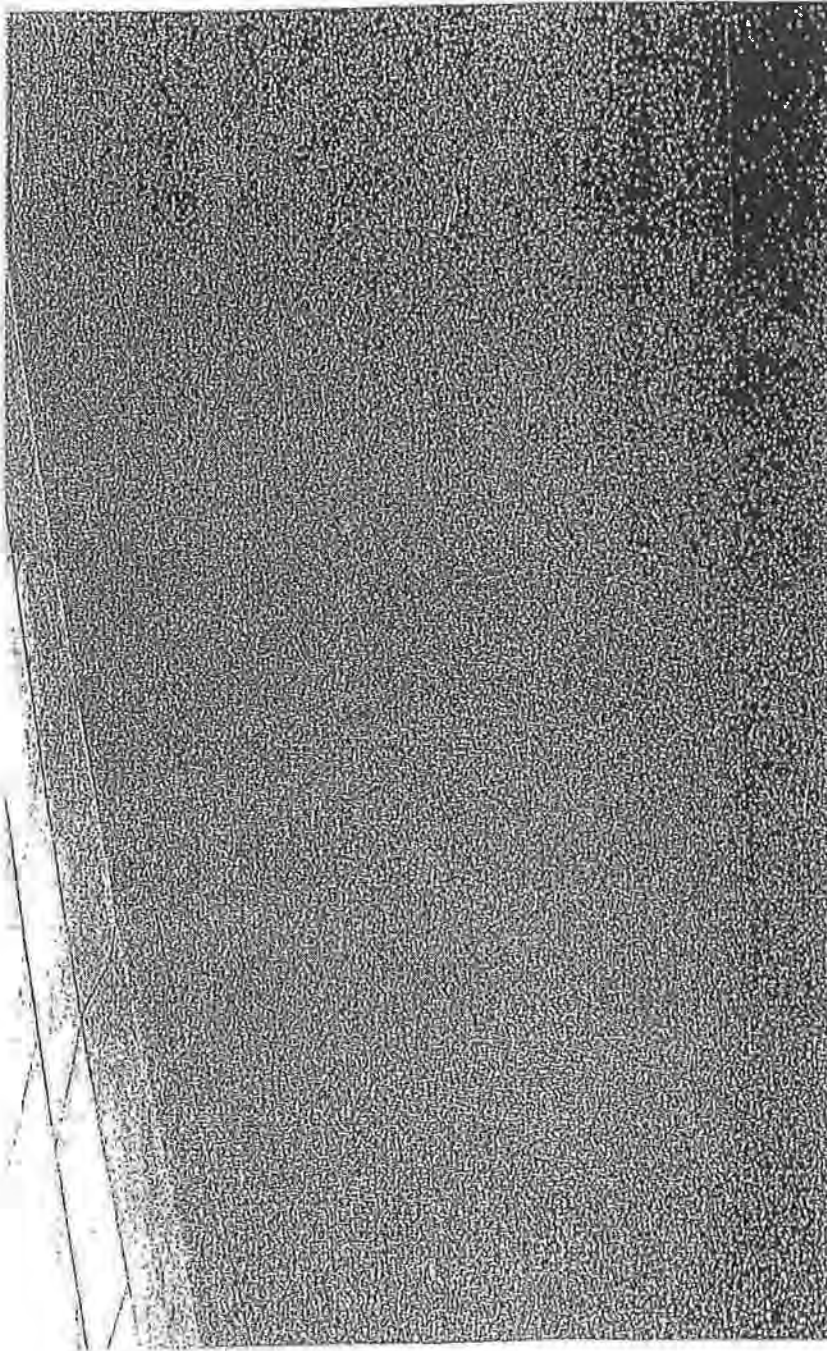
CRAKED AND DETERIORATED ASPHALT PAVEMENT
DEFECT 7

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2939

AA003230



CRACKED AND DETERIORATED ASPHALT PAVEMENT
DEFECT 7

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2940

AA003231



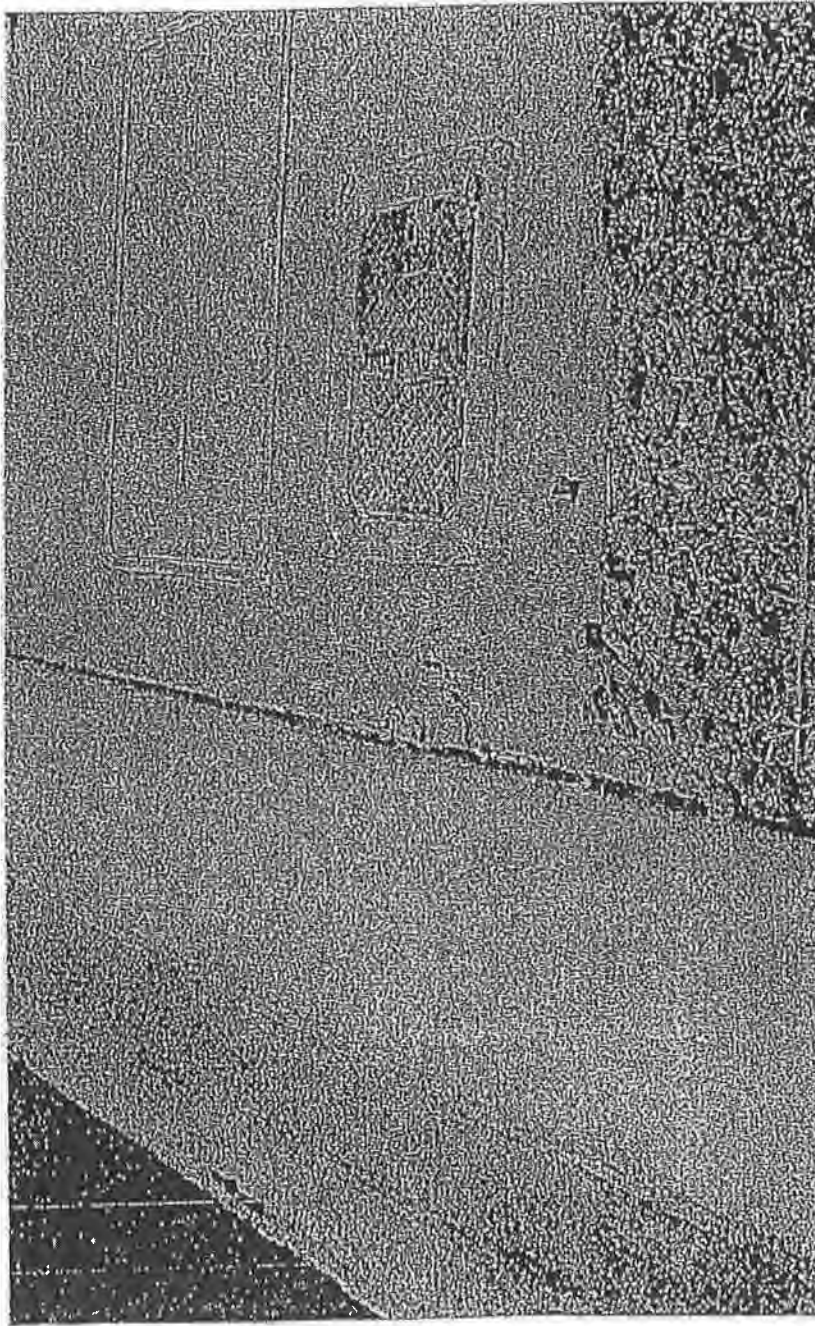
CRACKED AND CHIPPED CONCRETE UTILITY VAULT APRONS
DEFECT 8

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2941

AA003232



CRACKED AND CHIPPED CONCRETE UTILITY VAULT APRONS

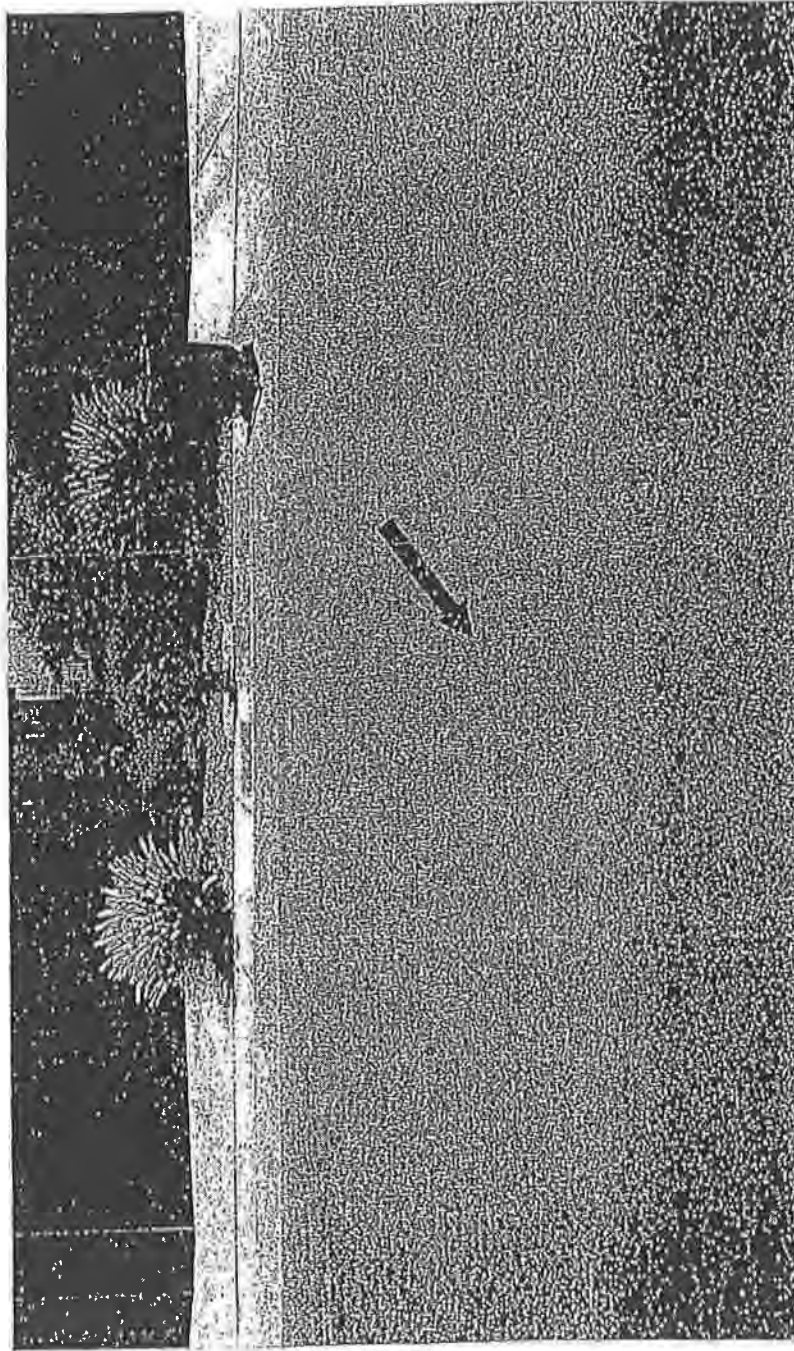
DEFECT 8

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

ISIC 2942

AA003233



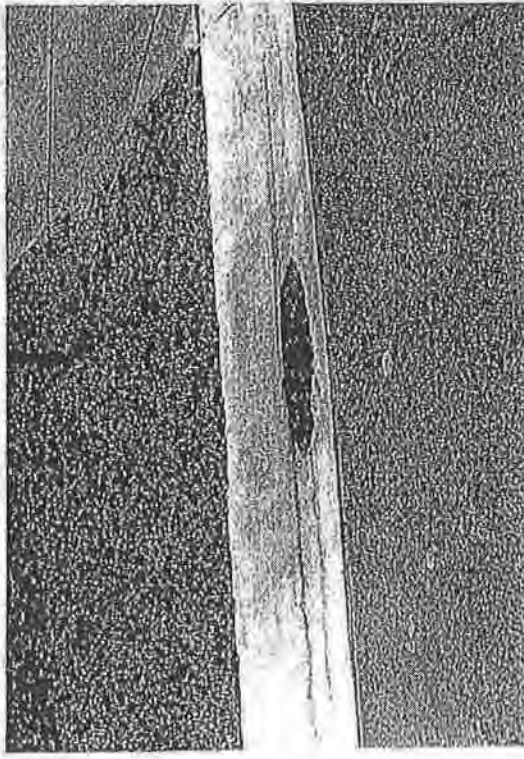
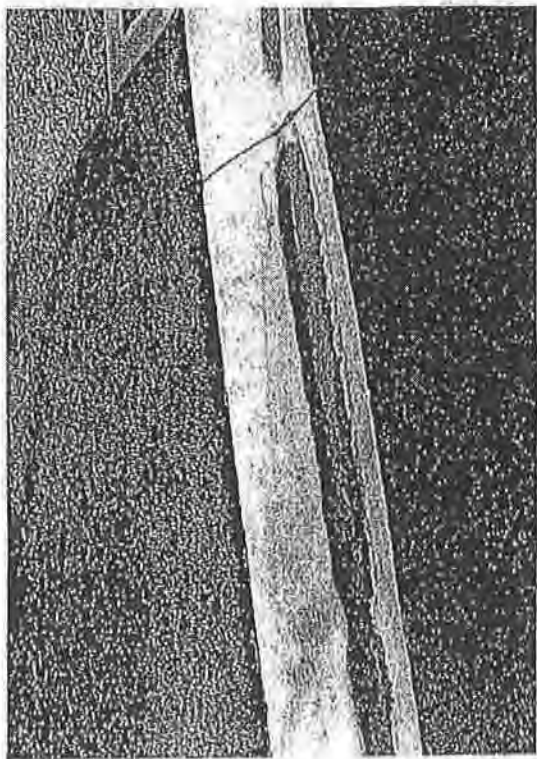
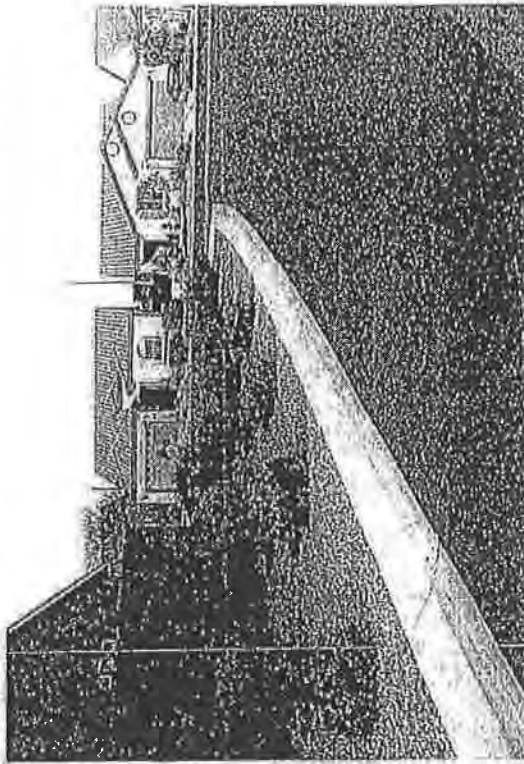
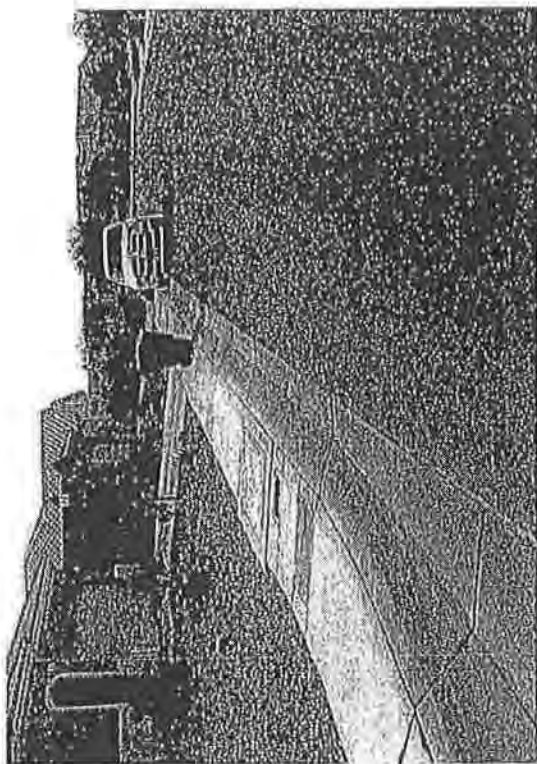
OMITTED BLUE REFLECTIVE FIRE
HYDRANT LOCATION MARKERS OMITTED
DEFECT 9

STALLION MOUNTAIN
LAS VEGAS, NEVADA

BURKETT & WONG ENGINEERS
LAS VEGAS, NEVADA

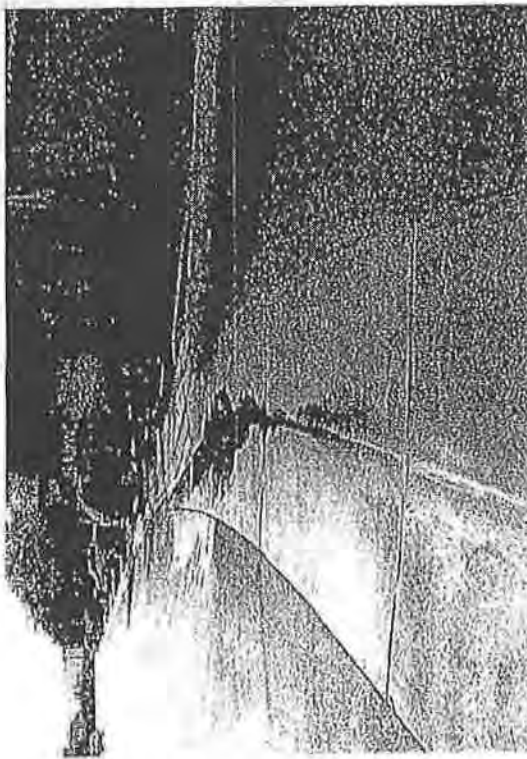
ISIC 2943

AA003234



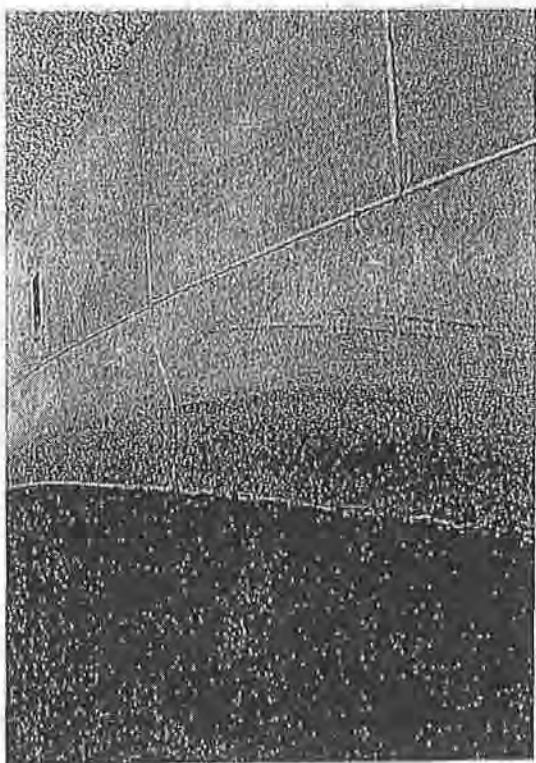
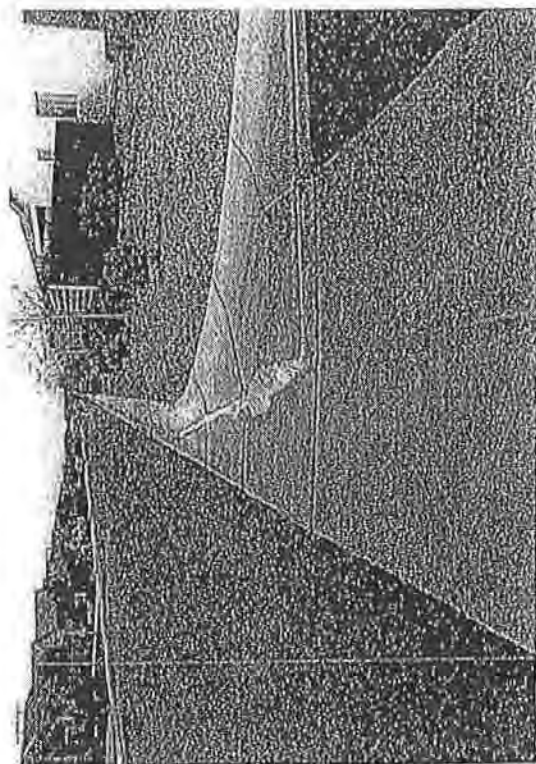
ISIC 2944

AA003235



ISIC 2945

AA003236



ISIC 2946

AA003237

EXHIBIT 60

October 27, 2009-July 28, 2010 Midlands claim notes (ISIC 2795-2807)

File Number	107247
Insured	NEVADA CONCRETE SERVICES INC
Claimant	STALLION MOUNTAIN ASSOCIATION
Date of Loss	3/1/2009
Adjustor	FRANCES NOLAN, MARY
Accident Description	CONSTRUCTION DEFECT/ROPERY DAMAGE

Notes;

10/27/2009 – CLERICAL – Service Regular 1 0.0

FILE CREATION

10/27/2009 – SUP-JWCARISLE – Service Regular 1 0.0

MEMO FILE

IRONSHORE Activity Sheet Date reported: 08/26/09 Adjuster: MICHAEL BEEMAN_____ Co. Claim#: File#: D.O.L.: 03/01/09 Insured: NEVADA CONCRETE SERVICES INC Claimant(s): STALLION MOUNTAIN ASSOCIATION; WILLIAM LYON HOMES INC Address: 1760 WEST BROOKS AVENUE LAS VEGAS NV 89032 Policy #: 012A80905001 Effective Date: 03/01/09 Expiration Date: 03/01/10 Deductible: 10,000 Claimant Address: LAS VEGAS NV Client Agent: CRC STERLING WEST INSURAN Class Code: Address of Loss: LAS VEGAS NV Description of Loss: CONSTRUCTION DEFECT COVERAGE DOUBTFUL NEEDS COLLECTION AND VERIFICATION OF NOC AND DECLINE COVERAGE WITH IRONSHORE APPROVAL 39 CHAPTER 40 NOTICES; ONE SUIT; TENDER FROM MUTUAL CARRIER GL BI PD MED Commercial Residential 1ST Party 3RD Party N/A TEXAS CLAIM TEXAS TAX: NO LABEL BILLING FILE FOLDER – T&E Texas Tax – SET BILLING DIARY same / Insured State, Claimant State, Loss State = TX Project Name &/or Project Number? THE ENCLAVE AT STALLION MOUNTAIN Action Over? : Yes No Additional Insured Issues? Yes No Do Reservation of Rights letter to Insured via fax and overnight mail Fax & Overnight Summons & Complaint to Attorney Contact Insured. Secure: R/S of K.P. CC of Contracts, Certificate of Insurance, etc. Contact Claimant or Claimant Attorney. Secure: R/S of Claimant M/A Wage Records Medical Reports & Billings Contact Witnesses or other parties. Secure: R/S Other Retain Independent Adjuster to: Photo and/or measure /diagram accident scene Secure R/S of Other Report to IRONSHORE In 7 days Prepare reserve revision form MCA ONLY Complete aggregate form NO UNLESS WE PAY INDEMNITY Submit copy of file to Attorney Do suit log to Claudette Haggard and Amy Stone on opening and closing of file. Minor Involved? No Yes Date of Birth DND Until? Other Suit Filed: Yes No Tender: Yes No Answer: Yes No TENDER FROM DEVELOPER AND MUTUAL CARRIER

10/28/2009 – CLERICAL – Service Regular 1 0.0

ACKNOWLEDGE RECEIPT OF CLAIM

Please be advised that we represent IRONSHORE Company. Our office has received notice of the above

ISIC 2795

AA003239

captioned claim. This claim has been assigned to Michael Beeman for prompt handling. Re: Insured: Nevada Concrete Services Inc Claimant(s): Stallion Mountain Assoc. Policy: 012A80905001 Date of Loss: 03/01/09 Our Claim #: 107247 Feel free to contact us by phone at (405) 840-0950 or by mail at PO Box 23198 Oklahoma City, OK 73123 at any time. You may also reach Michael Beeman at MWbeeman@midman.com mailto:MWbeeman@midman.com . Please reference the above claim number on all correspondence.

10/28/2009 - MWBEEMAN - Service Regular 1 0.0

INITIAL FILE REVIEW W/ ATTACHMENTS

RECEIVED TENDER FROM NI ATTY SCOTT HELM OF HELM & ASSOCIATES REGARDING A TENDER THEY RECEIVED FROM READE & ASSOCIATES ON THE BEHAL OF THEIR CLIENT WILLIAM LYON HOMES IN RESPONSE TO A CHAPTER 40 NOTICE THEY RECEIVED FROM THE STALLION MOUNTAIN COMMUNITY ASSOCIATION WHICH IS LOCATED IN THE ENCLAVE AT STALLION MOUNTAIN DEVELOPEMENT LOCATED IN THE CITY OF LAS VEGAS DEVELOPMENT. ATTACHMENTS ARE JULY 2, AND AND SEPTEMBER 10, 2009 TENDER LETTERS TO THE NI AND CHAPTER 40 NOTICE FILED BY THE HOA AGAINST WILLIAM LYON HOMES THE DEFECTS LISTED IN THE NOTICE ARE INMPPROPER INSTALLATION OF CONCRETE FLATWORK , SIDE WALKS CURBS AND GUTTERS , IMPROPER INSTALLATION ANDPREMATURE DETERIORATION OF ASPHALT/PAVEMENT , COMMUNITY WALLS AND FENCES

10/28/2009 - MWBEEMAN - Service Regular 1 0.0

REVIEWED INSURANCE POLICY

THE POLICY WAS WRITTEN BY IRONSHORE SPECIALTY INSURANCE COMPANY FOR STEWART & SUNDELL CONCRETE INC AND NEVADA CONCRETE SERVICES INC AND HAS EFFECTIVE DATES FROM MARCH 1, 2009 THROUGH MARCH 1, 2010 WITH A \$1M EACH OCCURRENCE LIMITS AND \$2M GENERAL AGGREGATE. THE POLICY HAS \$10,000 PER OCCURRENCE DEDUCTIBLE FOR ALL COMMERCIAL WORK THAT INCLUDES LAE AND \$25,000 PER OCCURRENCE DEDUCTIBLE FOR SINGLE AND MULTI-FAMILY DWELLING UNITS EXCEPT FOR APARTMENTS THAT ALSO INCLUDES LAE. THE POLICY HAS THE AI-OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT THAT PROVIDES AN AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT.THE POLICY HAS THE CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION AND THE WRAP-UP POLICY EXCLUSION ENDORSEMENTS BUT IT DOES NOT HAVE THE DESIGNATED WORKN EXCLUSION

11/9/2009 - MWBEEMAN - Service Regular 1 0.0

FULL PAGE E-MAIL TO HELM & ASSOCIATES

From: Michael W. Beeman Sent: Monday, November 09, 2009 7:06 AM To: Kevin E. Helm (KevinH@helmandassociates.net) Subject: RE:STALLION MOUNTAIN COMMUNITY ASSOCIATION V. WILLIAM LYON HOME Re: Stallion Mountain Community Association et al vs. Willam Lyon Homes Inc Policy No : 012A80905001 Insured : Stewart & Sundell Concrete Policy Date : March 1, 2009 to March 1, 2010 Claimant : Stallion Mountain Community Association Our File No. : 107247-MB Policy No : 012A80905001 Insured : Stewart & Sundell Concrete Policy Date : March 1, 2009 to March 1, 2010 Claimant : Stallion Mountain

ISIC 2796

AA003240

Community Association Our File No. : 107247-MB Re: Stallion Mountain Community Association et al vs. William Lyon Homes Inc Policy No : 012A80905001 Mr. Helm: As you are aware Midlands Claim Administrators, Inc. is the third-party administrator investigating the above-captioned matter under a full reservation of rights on behalf of Ironshore Specialty Insurance Company ("Ironshore"). Nothing said or done by this or any representative of Ironshore is intended in any way to waive any of the rights within the policy or by operation of law. We ask that you provide us copies of the subcontract documents and homeowner matrix with NOC dates. We are unable to accept or reject the tender as to policy number 012A80905001, Issued to Stewart & Sundell Concrete, Inc. policy year March 1, 2009 to March 1, 2010 as insufficient information has been received to analyze coverage. Nothing said or done by this or any representative of Ironshore Specialty Insurance Company is intended in any way to waive any of the rights within the policy or by operation of law. We appreciate receiving all information electronically whenever possible. Thank you in advance for your cooperation and prompt reply. Michael W. Beeman MIDLANDS CLAIM ADMINISTRATORS, Inc. P.O. Box 23198 Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-4375 The information contained in this message and any attachments may contain personal, private, protected, confidential and/or privileged information and is intended only for the use of the designated recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

11/9/2009 – MWBEEMAN – Service Regular 1 0.0

FULL PAGE E-MAIL TO DEVELOPER COUNSEL READE & ASSOCIATES

From: Michael W. Beeman Sent: Monday, November 09, 2009 7:43 AM To: Andrew Pastwick (APastwick@ReadeLawFirm.Com) Subject: RE: STALLION MOUNTAIN COMMUNITY ASSOCIATION V. WILLIAM LYON HOMES Re: Stallion Mountain Community Association et al vs. William Lyon Homes Inc Policy No : 012A80905001 Insured : Stewart & Sundell Concrete Policy Date : March 1, 2009 to March 1, 2010 Claimant : Stallion Mountain Community Association Our File No. : 107247-MB Mr. Pastwick: Please be advise that, Midlands Claim Administrators, Inc. is the third-party administrator investigating the above-captioned matter under a full reservation of rights on behalf of Ironshore Specialty Insurance Company ("Ironshore"). Nothing said or done by this or any representative of Ironshore is intended in any way to waive any of the rights within the policy or by operation of law. Our first notice of this matter was a tender letter from atty Scott Helm of Helm & Associates. We are unable to accept or reject the tender as to policy number 012A80905001, Issued to Stewart & Sundell Concrete, Inc. policy year March 1, 2009 to March 1, 2010 as insufficient information has been received to analyze coverage. **We ask that you provide us copies of the job file and homeowner matrix with NOC dates for the case caption above to complete our investigation.** Nothing said or done by this or any representative of Ironshore Specialty Insurance Company is intended in any way to waive any of the rights within the policy or by operation of law. We appreciate receiving all information electronically whenever possible. Thank you in advance for your cooperation and prompt reply. Michael W. Beeman MIDLANDS CLAIM ADMINISTRATORS, Inc. P.O. Box 23198 Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-4375 The information contained in this message and any attachments may contain personal, private, protected, confidential and/or privileged information and is intended only for the use of the designated recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

ISIC 2797

AA003241

11/10/2009 - MWBEEMAN - Service Regular 1 0.0

OUT GOING P/C CALL TO READE & ASSOCIATES

TALKED WITH ATTY ANDREW H. PASTICK REQUESTED JOB FILE DOC'S FOR INV. HE TRANSFER ME TO SECRETARY JENNIFER SHUMWAY REQUESTED E-MAIL ADDRESS JSHUMWAY@READELAWFIRM.COM WILL SEND E-MAIL FOR REQUESTED DOC'S

11/10/2009 - MWBEEMAN - Service Regular 1 0.0

FULL PAGE E-MAIL TO READE & ASSOCIATES

From: Michael W. Beeman Sent: Tuesday, November 10, 2009 4:40 PM To: Jennifer Shumway (jshumway@readelawfirm.com) Subject: RE: STALLION MOUNTAIN COMMUNITY ASSOC V. WILLIAM LYON HOMES INC. MCA # 107247 Re: Stallion Mountain Community Association et al vs. William Lyon Homes Policy No : 012A80905001 Insured : Stewart & Sundell Concrete Policy Date : March 1, 2009 to March 1, 2010 Claimant : Stallion Mountain Community Association Our File No. : 107248-MB Ms. Shumway: Please be advise that, Midlands Claim Administrators, Inc. is the third-party administrator investigating the above-captioned matter under a full reservation of rights on behalf of Ironshore Specialty Insurance Company ("Ironshore"). Nothing said or done by this or any representative of Ironshore is intended in any way to waive any of the rights within the policy or by operation of law. Thank you for taking the time to discuss the case caption above with me. We are unable to accept or reject the tender as to policy number 012A80905001, issued to Stewart & Sundell Concrete, Inc. policy year March 1, 2009 to March 1, 2010 as insufficient information has been received to analyze coverage. We ask that you provide us copies of the subcontract documents, homeowner matrix with NOC dates and any other pertinent information that will assist us in our analysis of this matter. Nothing said or done by this or any representative of Ironshore Specialty Insurance Company is intended in any way to waive any of the rights within the policy or by operation of law. We appreciate receiving all information electronically whenever possible. Thank you in advance for your cooperation and prompt reply. Michael W. Beeman MIDLANDS CLAIM ADMINISTRATORS, Inc. P.O. Box 23198 Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-4375 The information contained in this message and any attachments may contain personal, private, protected, confidential and/or privileged information and is intended only for the use of the designated recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

11/11/2009 - CLERICAL - Service Regular 1 0.0

PREPARE MONTHLY FUNDING REQUEST

ISIC 2798

AA003242

11/12/2009 – CLERICAL – Service Regular 1 0.0

INTERIM BILLING

12/9/2009 – SUP-JWCARISLE – Service Regular 1 0.0

SUPV REVIEW

NEW ASSIGNMENT NEEDS DECLINATIONS AND INITIAL REPORT PLEASE RESERVE REVISION NEEDS NOC DATES I
SUSPECT WE HAVE NO COVERAGE PLEASE PUSH

1/11/2010 – MWBEEMAN – Service Regular 1 0.0

E-MAIL TO READE & ASSOCIATE

From: Michael W. Beeman Sent: Monday, January 11, 2010 8:53 AM To: Jennifer Shumway
(jshumway@readelawfirm.com) Subject: FW: RE: STALLION MOUNTAIN COMMUNITY ASSOC V. WILLIAM LYON
HOMES INC. MCA # 107247 Ms Shumway See below. **We reiterate our request for us copies of the
subcontract documents homeowner matrix with NOC dates and any other pertinent information that will
assist us in our analysis of this matter.** Best Regards Michael W. Beeman MIDLANDS CLAIM
ADMINISTRATORS, Inc. P.O. Box 23198 Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-
4375 The information contained in this message and any attachments may contain personal, private,
protected, confidential and/or privileged information and is intended only for the use of the designated
recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to
anyone else. If you have received this message in error, please notify the sender by replying to this message
and then deleting it from your computer or records. Thank you.

1/31/2010 – MWBEEMAN – Service Regular 1 0.0

E-MAIL TO DEVELOPER COUNSEL

From: Michael W. Beeman Sent: Sunday, January 31, 2010 4:07 PM To: Andrew H. Pastwick
(apastwick@readelawfirm.com) Subject: FW: RE: STALLION MOUNTAIN COMMUNITY ASSOC V. WILLIAM LYON
HOMES INC. MCA # 107247 Mr. Pastwick See below. We are unable to accept or reject the tender as to policy
number 012A80905001, issued to Stewart & Sundell Concrete, Inc. policy year March 1, 2009 to March 1,
2010 as insufficient information has been received to analyze coverage. **We again reiterate our request for
copies of the subcontract documents, homeowner matrix with NOC dates and any other pertinent
information that will assist us in our analysis of this matter.** Nothing said or done by this or any
representative of Ironshore Specialty Insurance Company is intended in any way to waive any of the rights
within the policy or by operation of law. We appreciate receiving all information electronically whenever
possible. Best Regards Michael W. Beeman MIDLANDS CLAIM ADMINISTRATORS, Inc. P.O. Box 23198
Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-4375 The information contained in this
message and any attachments may contain personal, private, protected, confidential and/or privileged

ISIC 2799

AA003243

information and is intended only for the use of the designated recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

2/10/2010 - MWBEEMAN - Service Regular 1 0.0

E-MAIL TO DEVELOPER COUNSEL

From: Michael W. Beeman Sent: Wednesday, February 10, 2010 5:21 PM To: Jennifer Shumway (jshumway@readelawfirm.com) Subject: FW: RE: STALLION MOUNTAIN COMMUNITY ASSOC V. WILLIAM LYON HOMES INC. MCA # 107247 Hi, Ms Shumway It was a pleasure discussing the above matter with you. Pursuant to our phone conversation see below the e-mail below requesting subcontract documents, homeowner matrix with NOC dates and any other pertinent information that you may have. Additionally, we also ask that you provide copies of the Chapter 40 Notices. Best Regards Michael W. Beeman MIDLANDS CLAIM ADMINISTRATORS, Inc. P.O. Box 23198 Oklahoma City, Ok 73123 Phone: (405) 840-0950 Fax: (405) 840-4375 The information contained in this message and any attachments may contain personal, private, protected, confidential and/or privileged information and is intended only for the use of the designated recipient. If you are not the intended recipient, please do not read, copy, distribute, use or disclose it to anyone else. If you have received this message in error, please notify the sender by replying to this message and then deleting it from your computer or records. Thank you.

2/10/2010 - MWBEEMAN - Service Regular 1 0.0

OUT GOING PHONE CALL TO DEVELOPER COUNSEL READE & ASSOCIATES

TALKED WITH DEVELOPER COUNSEL ANDREW PASTWICK REGARDING REQUESTED DOCUMENTS HE PASSED ME ON TO SECRETARY JENNIFER SHUMWAY ADVISE SENT E-MAIL FOR DOCUMENTS BACK IN NOV WILL SEND AGAIN

2/10/2010 - MWBEEMAN - Service Regular 1 0.0

OUTGOING P/C TO NI HELM & ASSOCIATES

TALKED WITH KIM CARTER THEY HAVE NO JOB FILE INFORMATION REGARDING THIS CASE PER THE NI. THEY HAVE MADE SEVERAL REQUEST TO DEVELOPER COUNSEL READE & ASSOCIATES BUT HAVE RECEIVED NO RESPONSE. THEY WILL FOLLOW UP AGAIN AND ADVISE

2/10/2010 - MWBEEMAN - Service Regular 1 0.0

RR E-MAIL FROM NI ATTY HELM & ASSOCIATES

From: Kim Carter [mailto:kimc@helmandassociates.net] Sent: Wednesday, February 10, 2010 5:06 PM To:

ISIC 2800

AA003244

Michael W. Beeman Cc: Bryan Ure Subject: The Enclave at Stallion Mountain **Good Afternoon Mike: It was a pleasure speaking with you. As discussed, our office will again follow-up with an additional request to both developer and the Insured and try to obtain job file documents. I will be in touch. Take care, Kim Carter HELM & ASSOCIATES** Telephone: (702) 258-0022 Facsimile: (702) 258-0114 Email: kimc@helmandassociates.net

2/10/2010 – MWBEEMAN – Service Regular 1 0.0

RR E-MAIL FROM DEVELOPER COUNSEL HELM & ASSOCIATES

From: Jennifer Shumway [mailto:jshumway@readelawfirm.com] Sent: Wednesday, February 10, 2010 5:47 PM To: Michael W. Beeman Subject: RE: RE: STALLION MOUNTAIN COMMUNITY ASSOC V. WILLIAM LYON HOMES INC. MCA # 107247 Michael: I wanted to let you know I received your email. I am finishing a few things and will respond shortly. Jennifer Shumway Legal Assistant READE & ASSOCIATES 4560 South Decatur Boulevard, Suite 201 Las Vegas, Nevada 89103 (702) 794-4411 (702) 794-4421 fax jshumway@readelawfirm.com mailto:jshumway@readelawfirm.com CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please notify the sender by e-mail at jshumway@ReadLawFirm.com and permanently delete this message.

2/11/2010 – MWBEEMAN – Service Regular 1 0.0

REPORT TO COMPANY

February 11, 2010 Attn: John reusch ironshore insurance services llc John.reusch@Ironshore.com mailto:john.reusch@ironshore.com Re: Policy No. : 012A80905001 Policy Dates : 3/1/09 to 3/1/10 Insured : Stewart & Sundell Concrete, Inc. National Concrete Services, Inc. Claimants : Stallion Mountain Community HOA Project Name : The Enclave at Stallion Mountain Date of Loss : Prior to March of 2009 Our File No. : 107247-MB This will serve as our initial report regarding the above captioned matter. ASSIGNMENT: This assignment was received October 27, 2009. INSURED: The insured is Stewart & Sundell Concrete, Inc.; National Concrete Services, Inc.; Stewart & Sundell, LLC; Offsite Development and ASI a Division of Stewart & Sundell Concrete, 1760 West Brooks Avenue, Las Vegas, NV 89032. The insured contact is the president of the company, Kenneth Clair Stewart and/or Kristan Sundell, at 702-647-3723, The insured's fax number is 702-647-4560. According to the web site for the Nevada State Contractors License Board, the Insured has an active contractor's license number 0026259A, to expire on July 31, 2011, with a classification of a C-5 concrete contracting. The above license was first issued on July 13, 2004 and lists Kenneth Clair Stewart as the President of Stewart & Sundell Concrete, Inc., Kristan Sundell as the Vice President and a Georgenia Ann Stewart as the treasurer. We understand that the insured's work is mostly driveways, parking areas and sidewalks. It also appears that the insured had a second contractor's license that was voluntarily surrendered under number 0026259 that expired on June 30, 2005, with a classification of too of a C-5 concrete contracting. The above license was first issued on June 25, 1987 and also lists the same individuals mentioned earlier as the officers of the company and further it has the same telephone number and address as with the earlier mentioned active license. DESCRIPTION OF LOSS: We have very limited information regarding this matter. Our first notice of this loss was a letter addressed to Stewart & Sundell Concrete, from attorney R. Christopher Reade of Reade & Associate pursuant to construction defects

ISIC 2801

AA003245

Chapter 40 Notice of Defect to Contractor William Lyon Homes from The Stallion Mountain HOA regarding single-family residences situated within the Enclave at Stallion Mountain development located in Las Vegas, Nevada. Enclosed also was a follow up letter from Reade & Associates to the named Insured and letter from the named insured attorney Kevin Helm of Kevin Helm & Associates notifying all the mutual carriers of the additional insured tender from the developer counsel. The named Insured is unable to locate any job file documents regarding the Enclave at Stallion Mountain Project. We have made several requests to the developer counsel for the job file documents, but have not received them. Project Name: The Enclave at Stallion Mountain. COVERAGE ANALYSIS: Ironshore Specialty Insurance Company issued commercial general liability policy number 012A80905001 to Stewart & Sundell Concrete, Inc. and related entities with effective dates of March 1, 2009 to March 1, 2010. The policy provides limits for \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 aggregate for products – completed operations, \$1,000,000.00 for personal and advertising injury and \$50,000.00 for fire damage, any one fire. There is no medical payment coverage under this policy. The policy contains the Ironshore General Liability Coverage Form IB.EX.001 (12/07 Ed.) and includes among others the following endorsements: 1. Continuous or Progressive Injury or Damage Exclusion 2. Exclusion – Exterior Insulation and Finish Systems 3. Independent Contractors Limitation of Coverage Endorsement 4. Exclusion – Coverage C – Medical Payments 5. Deductible Liability Insurance Endorsement 6. Additional Insured –Owners, Lessees or Contractors– Completed Operations 7. Lead Contamination Exclusion 8. Asbestos Exclusion 9. Influenza or Epidemic Exclusion 10. Silica Exclusion 11. Mold, Fungi or Bacteria Exclusion 12. Total Pollution Exclusion Endorsement 13. Designated Construction Project(s) General Aggregate Limit. 14. Exclusion – Designated Operations covered by a Consolidated (Wrap-up) Insurance program. 15. Amendment of Insured Contract Definition. 16. Additional Insured –Owners, Lessees or Contractors–Automatic Status when Required in Construction Agreement with you Endorsement. We are unable to make a coverage determination at this time because of insufficient information we have regarding this case. Deductible: The policy is subject to a \$10,000.00 per claim, per occurrence bodily injury and property damage combined deductible for commercial work including loss adjustment expense and \$25,000.00 per claim, per occurrence bodily injury and property damage combined deductible for single or multi-family dwelling units except for apartments including loss adjustment expense. Other Insurance Mutual Carriers: Stewart & Sundell Concrete, Inc.'s general liability history is as follows: Carrier / Address Policy No. Policy Term Zurich North America Insurance Co. P O Box 66965 Chicago, IL 60666-0965 EPA 18429622 EPA 24788847 EPA 28258722 EPA 30907464 EPA 32604960 CON 32604960 03-01-93 to 03-01-95 03-01-95 to 03-01-96 03-01-96 to 03-01-97 03-01-97 to 03-01-98 03-01-98 to 03-01-99 03-01-99 to 03-01-02 American Safety Ins. Co. 11440 W. Bernardo Court, Ste. 166 San Diego, CA 92127 ESL001216-02-01 XGI02-2968-001 03-01-02 to 03-01-04 03-01-04 to 03-01-06 Lexington Insurance Co. 160 Water Street, Floor 19 New York, NY 10038 6760918 6761264 3448711 03-01-06 to 03-01-07 03-01-07 to 03-01-08 03-01-08 to 03-01-09 Dallas National Insurance Company 14160 Dallas Parkway, Ste. 500 Dallas TX 75254 NZGL078078 03-01-07 to 06-01-07 Additional Insured: The developer, William Lyon Homes, Inc., has alleged additional insured status and tendered its defense and indemnity to Stewart & Sundell. LIABILITY ANALYSIS: The only information we have regarding this matter is reference in the letter from developer counsel Reade & Associates which stated that Stewart & Sundell entered into contract with their client to perform constructed related work at the subject property. Once we obtain the needed documentation we will be able to determine if our policy will have any involvement in this matter. DAMAGE ANALYSIS: Property Damage / Stallion Mountain Community HOA: We have not received any documentation relative to the potential property damage related to Kish Waterproofing work on the property involved in this matter. RESERVE ANALYSIS:

REDACTED

ISIC 2802

AA003246

REDACTED

CASE STRATEGY & DIRECTION: Our investigation into this case continues. We have requested copies of the Chapter 40 Notice of Defect to Contractor, insured contracts and NOC dates for the project. Upon their receipt, we will update this report further with a coverage determination regarding this matter. DIARY: We are placing this matter on a 90-day diary, but will report sooner if activity permits. Yours very truly, Michael W. Beeman Claims Examiner MIDLANDS CLAIM ADMINISTRATORS, INC. P.O. Box 23198 Oklahoma City, OK 73123 405-840-0950 mwbeeman@midman.com mailto:mwbeeman@midman.com MB/mb

2/11/2010 – MWBEEMAN – Service Regular 1 0.0

RESERVE REVISION

REDACTED

2/12/2010 – SUP-JWCARISLE – Service Regular 1 0.0

APPROVE RESERVE REVISION

2/12/2010 – SUP-JWCARISLE – Service Regular 1 0.0

SUPV REVIEW

From: Jim W. Carlisle Sent: Friday, February 12, 2010 9:39 AM To: Michael W. Beeman Subject: FW: RE: 107247 Mike, If the developer has withdrawn their tender then why are we not closing our file? We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence. Thank you, Jim Carlisle MIDLANDS CLAIMS ADMINISTRATORS Division Manager PO BOX 23198 Oklahoma City, OK 73123 405.840.0950 405.840.0584 Fax jwcarlisle@midman.com

2/12/2010 – SUP-JWCARISLE – Service Regular 1 0.0

FINALIZE INTIAL REPORT

ISIC 2803

AA003247

2/12/2010 - CLERICAL - Service Regular 1 0.0

PREPARE MONTHLY FUNDING REQUEST

2/13/2010 - CLERICAL - Service Regular 1 0.0

INTERIM BILLING

2/24/2010 - TDAVIS - Service Regular 1 0.0

CONVERTING TO FF AS OF FEBRUARY, DO NOT BILL T&E PAST THIS DATE

3/3/2010 - CLERICAL - Flat Service Regular 0.0

TRANSFER FILE TO JPS PER MARK C REQUEST

It has to be transferred to Spearman per Trish. Mark Mark A. Caraway Division Manager Midlands Claims Administrators P.O. Box 23198 Oklahoma City, OK 73123-1778 Email: macaraway@midman.com
mailto:macaraway@midman.com Phone (405) 840-0950 Fax (405) 840-0584 Cell (405) 708-0868

3/12/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

FILE RE-ASSIGNED TO JPS

3/12/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CONTACTS

From: John Spearman Sent: Friday, March 12, 2010 3:53 PM To: 'kevinh@helmandassociates.net' Subject: The Enclave at Stallion Mountain Hello, I received a file re-assigned to me related to Nevada Concrete

ISIC 2804

AA003248

Services. Do you know when this project was completed? I hope you are having a great day. JP SPEARMAN Midlands Companies

4/6/2010 - MACARAWAY - Service Regular 1 0.0

SUPERVISORS REVIEW OF FILE

YOU NEED TO REVIEW TO SEE IF THERE IS ANYTHING WE NEED TO DO POP UP

4/29/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CONTACTS

EMAIL TO JENNIFER SEEKING NOC DATES..... From: John Spearman Sent: Thursday, April 29, 2010 10:59 AM To: 'jshumway@readelawfirm.com' Subject: Stallion Mountain Community Assoc v. Nevada Concrete Services 107247 Hello, This file was re-assigned to me from my associate Michael Beeman. The file reflects Mr. Beeman has been in contact with your office seeking completion dates for this claim. Could you please have someone email me a copy? Thank you very much for your time. JP SPEARMAN Midlands Companies

5/4/2010 - MACARAWAY - Service Regular 1 0.0

SUPERVISORS REVIEW OF FILE

STAY AFTER THEM TO GET US THE INFO WE NEED SEE NO REASON TO INCREASE RESERVES AT THIS TIME

5/9/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

RESERVE

RESERVE RESERVE IS ADEQUATE BASED ON THE FACTS RECEIVED AT THIS DATE.

5/14/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CONTACTS

PHONE CALL TO READE'S OFFICE AND LMTC FOR ANDREW.

5/14/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CONTACTS

ISIC 2805

AA003249

PHONE CALL TO KEVIN HELM'S OFFICE AND HE IS OUT FOR TODAY. RESET DIARY. RESERVE IS FINE BASED ON FACTS RECEIVED AT THIS DATE.

5/28/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CONTACT

PHONE CALL TO HELM'S OFFICE AND LMTC ON HIS VOICEMAIL SEEKING NOC DATES.

5/28/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

CORRESPONDENCE

EMAIL TO HELM'S OFFICE SEEKING NOC DATES.... From: John Spearman Sent: Friday, May 28, 2010 11:17 AM To: 'kevinh@helmandassociates.net' Subject: Enclave at Stallion Mountain v. Stewart & Sundell Concrete Hello, I have been working to obtain information related to this project. Can you help on the construction years? I hope you are having a great day. JP SPEARMAN Midlands Companies

6/4/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

INVESTIGATION

EMAIL FROM ATTY'S OFFICE. THEY HAVE NOT BEEN ABLE TO GET JOB FILE.... From: Kim Dalton [mailto:kimc@helmandassociates.net] Sent: Tuesday, June 01, 2010 11:05 AM To: John Spearman Subject: RE: Enclave at Stallion Mountain v. Stewart & Sundell Concrete Good Morning! I apologize for not getting back to you sooner, I had to rush out the door Friday on an emergency. Nevertheless, I reviewed the file, we only have a couple of letters and the last request went out in September, 2009 trying to obtain job file docs for the insured. We have never received another notice on this file. We have it as monitor only, until activity occurs. I apologize we are not able to provide you with the information requested. Kim Dalton HELM & ASSOCIATES Telephone: (702) 258-0022

7/1/2010 - MACARAWAY - Service Regular 1 0.0

SUPERVISORS REVIEW OF FILE

CONTINUE EFFORTS TO GET JOB FILE AND INFORMATION NEEDED TO MAKE DETERMINATION

7/28/2010 - JPSPEARMAN - Flat Appraisal Fee 0.0

REVIEWED

THE TENDERING FIRM HAS THEIR FILE ON HOLD.

ISIC 2806

AA003250