

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 XIV

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| 18 | Letter from Zurich to Ironshore dated August 1, 2012, Exhibit 126 in Support of Ironshore's Motion for Summary Judgment | 4491-4493 |
| 9 | Letter from Zurich to Ironshore dated August 18, 2011 without attachments (attachments are Exhs. 5, 6 and 8), Exhibit 7 in Support of Ironshore's Motion for Summary Judgment | 2148-2150 |
| 14 | Letter from Zurich to Ironshore dated December 13, 2010, Exhibit 63 in Support of Ironshore's Motion for Summary Judgment | 3265-3268 |
| 10 | Letter from Zurich to Ironshore dated December 2, 2011, Exhibit 18 in Support of Ironshore's Motion for Summary Judgment | 2397-2467 |
| 10 | Letter from Zurich to Ironshore dated December 22, 2009, Exhibit 15 in Support of Ironshore's Motion for Summary Judgment | 2381-2383 |
| 17 | Letter from Zurich to Ironshore dated June 27, 2013, Exhibit 108 in Support of Ironshore's Motion for Summary Judgment | 4105-4107 |
| 11 | Letter from Zurich to Ironshore dated March 1, 2012, Exhibit 37 in Support of Ironshore's Motion for Summary Judgment | 2674-2703 |

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

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

7/28/2010 – JPSPEARMAN – Flat Appraisal Fee 0.0

INVESTIGATION

EMAIL TO FIRM SEEKING COMPLETION DATES FOR THESE COMMON AREAS.... From: John Spearman Sent: Wednesday, July 28, 2010 10:39 AM To: 'creade@readelawfirm.com' Subject: FW: The Enclave at Stallion Mountain Common Area NOC date request Hello, My company represents Nevada Concrete Services and we have been working to obtain construction dates related to the common areas. Can you assist? Thank you very much for your time and I hope you are having a great day. JP SPEARMAN Midlands Companies 3503 N.W. 63rd, Suite 400

7/28/2010 – JPSPEARMAN – Flat Appraisal Fee 0.0

INVESTIGATION

EMAIL FROM ATTORNEY WITH CONSTRUCTION DATES TO THIS COMMON AREA..... From: Jennifer Shumway [mailto:jshumway@readelawfirm.com] Sent: Wednesday, July 28, 2010 2:34 PM To: John Spearman Subject: FW: The Enclave at Stallion Mountain Common Area NOC date request John: It appears that work was performed January 2002 through 2004. Jennifer Shumway Legal Assistant READE & ASSOCIATES 4560 South Decatur Boulevard, Suite 201

8/6/2010 – JPSPEARMAN – Flat Service Clerical 0.0

INITIAL COMPREHENSIVE FILE NOTE

8/6/2010 – JPSPEARMAN – Flat Appraisal Fee 0.0

AUTHORITY REQUEST

EMAIL TO MC..., Mr. Reusch: 107247 Stallion Mountain Association v. Nevada Concrete Services, Inc. Please find our report and recommended denial letters. This is a tender from the attorney obo the developer. This action involves the common areas of the The Enclave at Stallion Mountain located in the city of Las Vegas, Nevada. It appears Nevada Concrete Services, Inc. completed their work on the areas involved in this case from 2002 through 2004. The documents supplied to us revealed the construction involved in this project was completed by Nevada Concrete Services, Inc. before the policy inception date. Ironshore Issued Policy Number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00. The policy is subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed). As the homes were completed prior to the inception of the policy, and the policy adopts the Continuous or Progressive Injury or Damage Exclusion, it appears coverage would not attach. We are requesting authority to proceed

ISIC 2807

AA003251

EXHIBIT 61

August 26, 2010 letter from Midlands to Ironshore (ISIC 2968-2970)

MIDLANDS



August 26, 2010

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

Re: Stallion Mountain Association v. William Lyon Homes
Insured : Nevada Concrete Services, Inc.
Policy No. : 012A80905001
Policy Dates : March 1, 2009 to March 1, 2010
Claimant : Stallion Mountain Association
Project : The Enclave at Stallion Mountain
Our File No. : 107247

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

Assignment

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

Factual Background

This action involves the common areas of the The Enclave at Stallion Mountain located in the city of Las Vegas, Nevada. It appears Nevada Concrete Services, Inc. completed their work on the areas involved in this case from 2002 through 2004.

The documents supplied to us revealed the construction involved in this project was completed by Nevada Concrete Services, Inc. before the policy inception date.

The Policy

Ironshore issued Policy Number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

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

Midlands Claim Administrators, Inc. • 3503 NW 63rd Street, Suite 305, Oklahoma City, OK 73116
Phone: 405.840.0074 • Fax: 405.840.0584 • www.midlandsclaim.com

California • New York • Oklahoma • Texas

ISIC 2968

AA003253

To: Ironshore Insurance Services, LLC
Re: Nevada Concrete Services, Inc.
Date: August 26, 2010

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

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

Liability Analysis

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

Injuries/Damages

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

Reserve Analysis

REDACTED

Litigation Plan

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

Action Plan

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

Next Report Date

None, if no response is received in 30 days.

To: Ironshore Insurance Services, LLC
Re: Nevada Concrete Services, Inc.
Date: August 26, 2010

Yours very truly,
Midlands Claim Administrators, Inc.

A handwritten signature in black ink, appearing to read "John P. Spearman", written in a cursive style.

John P. Spearman

JS/mb

EXHIBIT 62

August 26, 2010 disclaimer letter from Midlands to Helm & Associates (cc Nevada Concrete Services) (ISIC 2960-2967)

MIDLANDS



August 26, 2010

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

**ATTN KEVIN HELM
HELM & ASSOCIATES
2810 WEST CHARLESTON BLVD
SUITE G 67
LAS VEGAS NV 89102**

Re: Stallion Mountain Association v. William Lyon Homes
Insured : Nevada Concrete Services, Inc.
Policy No. : 012A80905001
Policy Dates : March 1, 2009 to March 1, 2010
Claimant : Stallion Mountain Association
Project : The Enclave at Stallion Mountain
Our File No. : 107247

Dear Kevin Helm:

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

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

Factual Background

This action involves the common areas of the The Enclave at Stallion Mountain located in the city of Las Vegas, Nevada. It appears Nevada Concrete Services, Inc. completed their work on the areas involved in this case from 2002 through 2004.

Midlands Claim Administrators, Inc. • 3503 NW 63rd Street, Suite 305, Oklahoma City, OK 73116
Phone: 405.840.0074 • Fax: 405.840.0584 • www.midlandsclaim.com

California • New York • Oklahoma • Texas

ISIC 2960

AA003257

To: Kevin Helm
Re: Stallion Mountain Association v. William Lyon Homes
Date: August 26, 2010

The documents supplied to us revealed the construction involved in this project was completed by Nevada Concrete Services, Inc. before the policy inception date.

The Policy

Ironshore issued Policy Number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

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

Declination of Coverage

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

Who is an Insured

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

1. *If you are designated in the Declarations as:*
 - a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*
 - b. *A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*
 - c. *A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*

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Re: Stallion Mountain Association v. William Lyon Homes
Date: August 26, 2010

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

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

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

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

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*
- (b) To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (i) (a) above;*
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (i)(a) or (b) above; or*
- (d) Arising out of his or her providing or failing to provide professional health care services.*

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

This endorsement modifies the insurance policy and reads as follows:

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

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:

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- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. "Property Damage" which manifests after expiration of the Policy.

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

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

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

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*
2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*
3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

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

All other terms, conditions and exclusions remain unchanged.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

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

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

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

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

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

All other terms, conditions and exclusions remain unchanged.

Conclusion

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

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

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

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

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

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you

To: Kevin Helm
Re: Stallion Mountain Association v. William Lyon Homes
Date: August 26, 2010

cannot respond electronically, please respond to the undersigned at the address below.

Yours very truly,



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

JPS/mb

cc: Nevada Concrete Services
1760 W. Brooks Ave.
Las Vegas, NV 89032

EXHIBIT 63

December 13, 2010 letter from Zurich to Ironshore and others (ISIC 2842-2844)



December 13, 2010

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

Dallas National Insurance Company
14160 Dallas Parkway, Suite 500
Dallas, TX 75254

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

603084801

| | |
|---|--|
| <p>Construction Defect Claims Services Mailing Address P.O. Box 66023 Chicago, IL 60666-0233 Telephone: (773) 406-3837 Email: info@constructiondefectclaims.com</p> | <p>RE: Stallion Mountain Community et al. v. William Lyon Homes, Inc. et al. Insured: Stewart & Sundell Concrete Project: Enclave at Stallion Mountain, Las Vegas NV Developer: William Lyon Homes, Inc. et al. Claim Number: 926-0037507 Policies: RPA 30907464 [3/1/97-3/1/98] RPA 32604960 [3/1/98-3/1/99] CON 32604960 [3/1/99-3/1/02]</p> |
|---|--|

American Safety: ESL001216-02-01/XQ102-2068-001
[2/27/02-3/1/06]

Lexington Insurance Co.: 6760913 [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]

Clear Claim Professional:

The purpose of this letter is to tender the defense and indemnity on behalf of Stewart & Sundell Concrete, under any and all insurance policy(ies) listed above, for the above referenced matter.

ISIC 2842

AA003266

December 13, 2010
Page 2

This construction defect claim entitled Stallion Mountain HOA v. William Lyon Homes involves common area claims at the Enclave development within the Stallion Mountain located at Las Vegas, Nevada. William Lyon Homes was the developer to the above project.

Stewart and Sundell entered in subcontract agreements with William Lyon on 11/21/00, 11/1/01, 1/16/02, 1/18/02 and 11/15/02 and 11/19/02 to complete the curbs, valley gutters, meandering sidewalks and golf cart paths. Their scope of work also included valley gutter subgrade prep with gravel.

Current demand from William Lyon Homes against Stewart and Sundell totals \$1,57,612, subject to global settlement.

Plaintiff has retained the Law offices of The Bourassa Law Group, LLP and Developer has retained the Law Offices of Reagle & Associates LLP. This case is stayed in order to complete the Chapter 40 pre-litigation process.

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

CISNEROS CLAYSON & MARIAS
Kelineth Marias, Esq.
1140 N. Town Center Drive, Ste. 200
Las Vegas, NV 89144
(702) 233-9860 (Main)

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.


ISIC 2843

AA003267

December 13, 2015
Page 3

Sincerely,

Maryland Casualty Company
Northern Insurance Company of New York



Liz Del Rosario
Claims Manager III- Construction Defect 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, Clayton and Marias
Kenneth Marias, Esq.
1140 North Town Center Drive, Suite 200
Las Vegas, Nevada 89144

ISIC 2844

AA003268

EXHIBIT 64

Excerpt of Midlands Claim Notes (ISIC 2816-2817)

REDACTED

11/10/2010 - MACARAWAY - Service Regular 1 0.0

SCAN AND EMAIL DECLINATION LETTER TO ATTORNEY FOR NI

Good morning Ms. Dalton Attached find a document "HELM.doc. It is the last attachment and a declination letter to Mr. Helm. There has been nothing that would make the carrier change their mind on the declination. If you have any information you think would affect the coverage on this matter please send it to John Spearman. Thanks Mark Mark A. Caraway Division Manager Midlands Claims Administrators The Midlands Companies 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 Your specialty insurance source 20 years strong! Visit our new website at www.midlandsmgt.com http://www.midlandsmgt.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. From: Melissa Rothwell Sent: Tuesday, November 09, 2010 4:09 PM To: Mark A. Caraway Subject: FW: Stewart & Sundell Concrete, Inc. adv. The Enclave at Stallion Mountain Let me know if I need to do anything with this.

12/17/2012 - CMATHEWS - Flat Service Regular 0.0

CONTACT - EMAIL TO ZURICH ADJ LIZ DELROSARIO ADVISING OF LIAB DECISION

From: Crystal Mathews Sent: Monday, December 17, 2012 11:00 AM To: 'ellizabeth.delrosario@zurichna.com' Subject: Stallion Mountain Community, et al. v. William Lyon Homes, Inc., et al. - File No. 107247/Your File No. 926-0037507 Hello Liz, We have previously denied this claim due to our insured's Continuous or Progressive Injury or Damage Exclusion. Thanks, Crystal R. Mathews Claims Examiner Midlands Claim Administrators P.O. Box 23198 Oklahoma City, OK 73123-1778 Phone: (405) 767-1721 Fax: (405) 840-0584 Email: cmathews@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

ISIC 2816

AA003270

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.

3/6/2013 - CMATHEWS - Flat Service Regular 0.0

CONTACT - EMAIL TO ADJ ELIZABETH DELROSARIO ADVISING OF LIAB DECISION

From: Crystal Mathews Sent: Wednesday, March 06, 2013 12:07 PM To: 'elizabeth.delrosario@zurichna.com'
Subject: Stallion Mountain Community, et al. v. William Lyon Homes, Inc., et al. - File No. 107247/Your File No. 926-0037507 Hello Liz, We received another settlement demand from Zurich. I sent an email below dated 12/17/2012 explaining that we have denied our claim due to our Insured's Continuous or Progressive Injury or Damage Exclusion. Our file is closed at this time. Thanks, Crystal R. Mathews Claims Examiner Midlands Claim Administrators P.O. Box 23198 Oklahoma City, OK 73123-1778 Phone: (405)767-1721 Fax: (405) 840-0584 Email: cmathews@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. From: Crystal Mathews Sent: Monday, December 17, 2012 11:00 AM To: 'elizabeth.delrosario@zurichna.com' Subject: Stallion Mountain Community, et al. v. William Lyon Homes, Inc., et al. - File No. 107247/Your File No. 926-0037507 Hello Liz, We have previously denied this claim due to our Insured's Continuous or Progressive Injury or Damage Exclusion. Thanks, Crystal R. Mathews Claims Examiner Midlands Claim Administrators P.O. Box 23198 Oklahoma City, OK 73123-1778 Phone: (405)767-1721 Fax: (405) 840-0584 Email: cmathews@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.

REDACTED

ISIC 2817

AA003271

EXHIBIT 65

September 25, 2008 letter from Koeller Nebeker to Stewart & Sundell with enclosures (ISIC 3030-3039)

(Page 9 of 20)

**KOELLER
NEBEKER
CARLSON
&
HALUCK
LLP**

300 S. FOURTH STREET
SUITE 500
LAS VEGAS, NEVADA 89101

(702) 853-5500
FAX: (702) 853-5599

Web Page: <http://www.kncnlaw.com>
E-mail: info@kncnlaw.com

OTHER OFFICES IN
IRVINE, CALIFORNIA
SAN DIEGO, CALIFORNIA
PHOENIX, ARIZONA
SACRAMENTO, CALIFORNIA

KEITH D. KOELLER †
WILLIAM A. NEBEKER **
ROBERT C. CARLSON ††
WILLIAM L. HALUCK †
JOSEPH J. CULLEN ††
LYNN M. DOUBLOG (1953-1997)
EDWARD W. SCHMITT †
DAVID W. PENILLA *
MEGAN K. DORSEY ††
MARK D. HEWCOMBS ††
ANNA T. AMUNDSON ††
ROBERT A. FISHER II †
ROSARY A. HERNANDEZ **
MARTHA J. DORSEY ††
NATHAN T. METZGER *
ERIK R. MUSUNLIAN †
JEROME R. SATRAN †
JAY M. BULGER ††
SARY L. HOFFMAN †
SHARON A. HUERTA †
RACHEL G. NIES **
JEFFREY M. MCCONNELL †
JOHN P. DONOVAN †
JUDITH A. DOWNS **
JASON W. WILLIAMS ††
TROY G. ALLEN †
JUSTIN T. MCCANN ††
CHAD N. DUNNIGAN ††
ZAHNIE SOEHYINT †
MICHAEL J. LOGAN †
JOHN H. ELIJE †
MARIA K. PLESE †
LAURA C. GASON †
FONT A. ZACKARY, JR. †
WILLIAM C. OCKEN †
KARL J. GRUSE †
CHRISTOPHER D. GRAHAM †
SARA L. WUORI †
MARGUE D. TAPPE *
IAN P. GILLAN †
VALERIE EDWARDS *
JENNIFER A. SALEM †
GARVEY M. BIGGERS †
KAMRAN A. KHAWAN †
RICHARD G. BOMES †

MELISSA J. WARE *
GREGORY E. WILLIAMS *
AMANDA J. TAYLOR *
TRACY L. HUGHES †
POORNIMA JAYAPRAKASH †
MARK F. ROACH †
JOHN C. PYTEL ††
CHRISTOPHER J. GROSSI †
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MICHAEL P. ZECH †
JENNIFER A. WEINER †
PETRA N. SAMI †
REBECCA J. COLLACO †
STEPHANIE L. MOSEMAN ††
JAMES M. O'DRIEN **
ERIK A. GARDLE †
KIMBERLY A. SIERRA *
TIMOTHY S. GODRENNEN †
BONNIE J. BENNETT †
ANDREW C. GREEN †
BARAJI P. FERNOW ††
JOHN C. DORAME ††
STEPHEN C. USL †
KRISTIN F. WOOD †
JULIA M. WATSON †
MELINDA N. MUIR **
ALICIA A. HAGERMAN †
MACHENZIE C. FOELLMEYER †
SCOTT W. GLASSMOYER †
EMILY M. ROBERTS †

OF COUNSEL
SANDRA SCHAEFFER **

DIRECTOR OF ADMINISTRATION
W. DALE LANGLEY

DIRECTOR OF CLIENT RELATIONS
MARCIA A. CULLEN

LICENSED PROFESSIONAL
* ARIZONA
† CALIFORNIA
** CALIFORNIA & ARIZONA
†† CALIFORNIA & NEVADA

September 25, 2008

Kevin E. Helm, Esq.
STEWART & SUNDELL
CONCRETE, INC.

Helm & Associates
2810 W. Charleston Blvd., #G67
Las Vegas, NV 89102

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: *Sun City Anthem Community Association v. Del Webb (Chapter 40 Claim)*

Dear Mr. Helm:

This office represents Del Webb Communities, Inc. (hereinafter "Del Webb") in the above noted matter brought by the Sun City Anthem Community Association in the development known as Sun City Anthem in Henderson, Nevada.

As you may recall, pursuant to NRS 40.646 this office forwarded the "Notice to Contractor Pursuant to Nevada Revised Statutes, Section 40.645" (hereinafter "Notice") for the common areas, duplexes, and recreation centers of the Sun City Anthem Community Association under correspondence dated July 25, 2008.

The purpose of this correspondence is to advise you of Del Webb's intention to seek express contractual and implied indemnity claims against you for any and all liability costs, expenses, and fees associated with defending and resolving this claim.

received
9/26/08 CQ

ISIC 3030

AA003273

(Page 10 of 20)

Re: *Sun City Anthem Community Association v. Del Webb (Chapter 40 Claim)*
September 25, 2008
Page 2

The above-entitled action stems from allegations based on alleged construction defects within the common areas of the Sun City Anthem development, including duplexes, recreation centers, masonry walls, walkways and roadways. We enclose again with this writing a copy of the Notice of Construction Defect that Del Webb received pursuant to NRS 40.645 for your review.


The contract entered into between Stewart & Sundell Concrete, Inc. and Del Webb contained an attorney-fees provision. The subcontract also contained language to the effect that this contract tender is separate and apart from any tenders being made by Del Webb as a named additional insured to any applicable policies of insurance.

Stewart & Sundell Concrete, Inc. performed work at the subject property. As required under the subcontract agreement, Stewart & Sundell Concrete, Inc. is responsible for any alleged defects within their scope of work. As such, Del Webb is entitled to any and all liability costs, expenses, and fees associated with defending and resolving this claim. Please understand that our office is still in the process of obtaining documentation for this project. Del Webb reserves the right to amend this information if additional documentation or facts are brought to light. However, as the subcontracts exemplify, Stewart & Sundell Concrete, Inc. performed work related to the allegations asserted in this claim.

Thank you for your attention to this matter. Your prompt response to this tender is necessary and sincerely appreciated. If you have any questions or need additional documents to complete your analysis, please do not hesitate to contact me directly.

Sincerely,

Koeller, Nebecker, Carlson & Haluck, LLP


Alicia A. Hagerman, Esq.
alicia.hagerman@knchlaw.com

Enclosures: As stated

ISIC 3031

AA003274

(Page 11 of 20)

FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP

ATTORNEYS AT LAW

1955 Village Center Circle
Las Vegas, Nevada 89134

(702) 947-4900
Facsimile (702) 947-4901
Email: info@feinberggrant.com

June 23, 2008

Via Certified Mail
Return Receipt Requested
Del Webb Communities, Inc.
8345 West Sunset Road
Las Vegas, Nevada 89113

Re: Sun City Anthem Community Association - Chapter 40 Notice to Builder

To Whom It May Concern:

Our firm has been retained by the Sun City Anthem Community Association for the purpose of securing repairs to common area defects within the Sun City Anthem Community Association. Enclosed you will find a Chapter 40 Notice and a description of the construction defects.

Should you have any questions, or want to discuss coordination of inspections and/or repairs, please do not hesitate to contact me.

Very truly yours,

FEINBERG GRANT MAYFIELD
KANEDA & LITT, LLP


CHARLES M. LITT, ESQ.

Enclosures

ISIC 3032

AA003275

(Page 12 of 20)

1 ROGER J. GRANT, ESQ., NVB: 004103
 2 CHARLES M. LITT, ESQ., NVB: 006040
 3 BRUCE MAYFIELD, ESQ., NVB: 007440
 4 FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP
 5 1955 Village Center Circle
 Las Vegas, Nevada 89134
 (702) 947-4900 / (702) 947-4901 FAX
 Attorneys for Claimant

DISTRICT COURT

CLARK COUNTY, NEVADA

9 SUN CITY ANTHEM COMMUNITY
 10 ASSOCIATION, INC., a Nevada non-profit
 corporation

Claimant,

v.

13 DEL WEBB COMMUNITIES, INC., an
 14 Arizona corporation;

Respondent.

NOTICE TO CONTRACTOR
 PURSUANT TO NEVADA REVISED
 STATUTES, SECTION 40.645

NOTICE TO: DEL WEBB COMMUNITIES, INC.

19 Your legal rights are affected by this written Notice, which is given pursuant to Nevada
 20 Revised Statutes Section 40.645. The purpose of this Notice is to inform you that the above-
 21 named Claimant on its own behalf makes a claim against you for defects in the design and/or
 22 construction of the SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., located in
 23 Henderson, Nevada. You should carefully read Nevada Revised Statutes Section 40.645 and
 24 consult with an attorney to determine your specific rights and obligations.

25 NOTICE IS HEREBY GIVEN that SUN CITY ANTHEM COMMUNITY
 26 ASSOCIATION, INC., on its own behalf (hereinafter "the Claimant"), has a claim for defects
 27 in the design and/or construction of the property located at SUN CITY ANTHEM
 28 COMMUNITY ASSOCIATION, INC., City of Henderson, County of Clark, State of Nevada.

FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP
 1955 Village Center Circle
 Las Vegas, Nevada 89134
 (702) 947-4900

ISIC 3033

AA003276

(Page 13 of 20)

1 Except as provided in Nevada Revised Statutes Section 40.645 and notwithstanding any other
 2 provision of law, as of the date of its mailing as reflected in the accompanying Certificate of
 3 Mailing, this Notice shall toll all statutes of limitation and statutes of repose on actions against
 4 all parties who may be responsible for the constructional defects, whether named in this Notice
 5 or not.

6 PRELIMINARY LIST OF DEFECTS

7 Pursuant to Nevada Revised Statutes Section 40.645, with reservation to amend, modify,
 8 or add to the notice required by this provision, the Claimant provides you with a preliminary,
 9 non-exclusive list of constructional defects attached hereto as Exhibit I.

10 BUILDER RESPONSE TO THIS NOTICE

11 Any and all responses, notices, or other communications from or on behalf of the
 12 Claimant pursuant to Nevada Revised Statutes, Section 40.645 shall be made in writing to its
 13 attorneys of record Bruce Mayfield, Esq. of Feinberg Grant Mayfield Kaneda & Litt, LLP, 1955
 14 Village Center Circle, Las Vegas, Nevada 89134.

15 Be advised that as to the named claimant you have ninety (90) days after receipt of this
 16 Notice to respond. The response must be in writing and sent by certified mail. Your response
 17 must address each defect in the Notice and whether you choose to repair the defect or cause the
 18 defect to be repaired, and if necessary, to pay the costs of temporary housing and removal and
 19 relocation of the personal contents and property of the occupants, or whether you shall pay
 20 monetary compensation for each constructional defect. Should you disclaim liability for any
 21 constructional defect, you must state the reasons for such a disclaimer in writing.

22 NOTICE TO SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL

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

28
 FEINBERG GRANT MAYFIELD KANEDA & LITTL
 ATTORNEYS AT LAW
 1955 Village Center Circle
 Las Vegas, Nevada 89134
 (702) 642-9111

(Page 14 of 20)

SELECTION OF MEDIATOR

Pursuant to Nevada Revised Statutes Section 40.680, the Claimant selects Floyd Hale, Esq. of JAMS as the mediator for this case.

DATED this 23 day of June, 2008.

FEINBERG GRANT MAYFIELD
KANEDA & LITT, LLP

By:

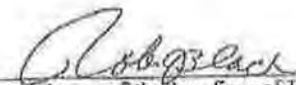

ROGER J. GRANT, ESQ., NVB: 004103
CHARLES M. LITT, ESQ., NVB: 006040
BRUCE MAYFIELD, ESQ., NVB: 007440
1955 Village Center Circle
Las Vegas, Nevada 89134

Attorneys for Claimant

CERTIFICATE OF MAILING

The below signed hereby certifies that on the 23rd day of June, 2008, she served the foregoing NOTICE TO CONTRACTOR PURSUANT TO NEVADA REVISED STATUTES SECTION 40.645 by placing a copy in the United States Mail, "certified mail," return receipt requested with postage fully prepaid thereon, addressed as follows:

DEL WEBB COMMUNITIES, INC.
8345 West Sunset Road
Las Vegas, Nevada 89113


An employee of the law firm of FEINBERG GRANT
MAYFIELD KANEDA & LITT, LLP

FEINBERG GRANT MAYFIELD
KANEDA & LITT, LLP
1955 Village Center Circle
Las Vegas, Nevada 89134
(702) 735-0000

(Page 15 of 20)

PRELIMINARY LIST OF DEFICIENCIES

Project: Sun City Anthem, Henderson, NV
Project No: 28000
Date: May 16, 2008

~~Revised:~~

Prepared By: Christopher A. Allen, AIA

The following is a preliminary list of deficiencies observed or known to date by Allen Group Architects, Inc.

1.0 SITE

Requires Further Investigation.

2.0 SUBTERRANEAN SPACE

Not Applicable.

3.0 EXTERIOR WALLS AND OPENINGS

3.1 Stucco

3.1.1 Cracked and spalled stucco.

3.1.2 Incomplete stucco.

3.1.3 Stained stucco soffit below roof.

4.0 EXTERIOR STAIRS

Not Applicable.

5.0 PRIVATE DECKS

Not Applicable.

6.0 ATTICS

Requires Further Investigation.

ALLEN GROUP ARCHITECTS, INC.
11432 El Camino Real, Suite 200
San Diego, CA 92130
(858) 794-0800 / FAX (858) 794-0835

Project No. 28000
May 16, 2008
Page 1 of 4

ISIC 3036

AA003279

(Page 16 of 20)

7.0 FLAT ROOFS

7.1 Membrane and Drainage

- 7.1.1 Missing second layer of membrane at scuppers.
- 7.1.2 Buckled cap sheet; improper installation and welding.
- 7.1.3 Improper fastening at base sheet.

7.2 Sheet Metal Flashing

- 7.2.1 Parapet copings fastened through horizontal surface.
- 7.2.2 Missing base flashings and counterflashings.
- 7.2.3 Improper termination of parapet coping at stucco walls.
- 7.2.4 Incomplete weather barrier below coping.

7.3 Sheathing and Framing

- 7.3.1 Stained sheathing and framing.

8.0 SLOPED ROOFS

8.1 Tile and Underlayment

- 8.1.1 Broken, chipped, damaged and missing tile.
- 8.1.2 Loose, slipping and improperly attached tile.
- 8.1.3 Underlayment short at rake edges.
- 8.1.4 Torn underlayment.
- 8.1.5 Improper valley tile installation.
- 8.1.6 Confined valley terminations blocked by tile.
- 8.1.7 Improper rake tile installation with adjacent field tile.

8.2 Flashing

- 8.2.1 Secondary flashings not sealed to tile.
- 8.2.2 Valley metal short at terminations.
- 8.2.3 Short eave edge metal.

ALLEN GROUP ARCHITECTS, INC.
11452 El Camino Real, Suite 200
San Diego, CA 92130
(858) 794-0800 / FAX (858) 794-0833

Project No. 28000
May 16, 2008
Page 2 of 4

ISIC 3037

AA003280

(Page 17 of 20)

8.3 Penetrations

8.3.1 Lack of storm collar at "B" vent penetrations.

8.3.2 Lack of seal at plumbing vent penetrations.

8.4 Sheathing and Framing

8.4.1 Stained sheathing and framing.

9.0 INTERIORS

Requires Further Investigation.

10.0 CLUBHOUSES

10.1 Roofs

10.1.1 Unsealed penetrations at composition shingle covered parapet walls.

10.1.2 Unsealed composition shingles; improper flashing.

10.1.3 Overexposed shingles.

10.1.4 Missing counterflashing at stucco walls to base sheets.

10.1.5 Cracked and split base sheets over joists.

10.1.6 Overexposed tile.

10.1.7 Loose tile below headwalls.

10.1.8 Incomplete counterflashing at confined rakes.

10.1.9 Confined valley terminations blocked by tile.

10.1.10 Loose and slipped tile.

10.1.11 Improper tile installation at valleys.

10.1.12 Chipped and broken tile.

10.1.13 Improper lapping of tile with adjacent field tile.

10.1.14 Missing headwall flashings.

10.1.15 Missing base flashings.

ALLEN GROUP ARCHITECTS, INC.
11452 El Camino Real, Suite 200
San Diego, CA 92150
(858) 794-0800 / FAX (858) 794-0833

Project No. 20000
May 16, 2008
Page 3 of 4

ISIC 3038

AA003281

(Page 18 of 20)

10.1.16 Confined rake pans blocked by metal blindtops.

10.1.17 Improper fabrication of sheet metal crickets, confined valleys and equipment platforms, causing water intrusion.

10.1.18 Poorly repaired cap sheet.

10.1.19 Missing counterflashings at penetrations.

10.1.20 Missing coping metal and counterflashings.

10.1.21 Buckled built-up roof.

10.1.22 Missing transition flashing at stucco-to-roof intersections.

10.1.23 Improper installation of equipment platforms.

10.2 Exteriors

10.2.1 Unsealed masonry walls.

10.2.2 Cracked stucco.

10.3 Interiors

10.3.1 Stained drywall at walls and ceilings.

10.3.2 Cracked drywall.

11.0 STRUCTURAL ISSUES

Refer to structural engineering consultant.

12.0 MECHANICAL/PLUMBING ISSUES

Refer to mechanical/plumbing engineering consultant.

13.0 ELECTRICAL ISSUES

Refer to electrical engineering consultant.

CA/ach

ALLEN GROUP ARCHITECTS, INC.
11652 El Camino Real, Suite 200
San Diego, CA 92130
(858) 794-0800 / FAX (858) 794-0833

Project No. 28000
May 16, 2008
Page 4 of 4

ISIC 3039

AA003282

(Page 15 of 20)



May 2, 2008

Ms. Frances Berry
FIENBERG, GRANT, MAYFIELD, KANEDA & LITT, LLP
1955 Village Center Circle
Las Vegas, Nevada 89134

Project: *Sun City Anthem Master Association*
Henderson, Nevada

Dear Ms. Berry:

In accordance with your request, we inspected the masonry walls at subject project on April 30, 2008. Due to the size of the site, we were not able to do a comprehensive evaluation of all of the walls at this time, however, though limited, we were able to observe several typical problems. Following is a Preliminary List of the Defects noted during this inspection:

- 15.1 Defect Observed: Cracked masonry fence
Location: Various locations (see photo 1a)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Deterioration of retaining wall
Repair Recommendation: Remove & reconstruct portion of wall
- 15.2 Defect Observed: Missing vertical reinforcing in masonry fence
Location: Various locations (see photos 2a thru 2f)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Cracking & deterioration of wall
Repair Recommendation: Install additional vertical reinforcing per detail
- 15.3 Defect Observed: Missing horizontal reinforcing
Location: Various locations (see photos 3a & 3b)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Cracking & deterioration of wall
Repair Recommendation: Install additional horizontal reinforcing per detail
- 15.4 Defect Observed: Short vertical reinforcing in masonry fence
Location: Various locations (see photos 4a thru 4c)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Cracking & deterioration of wall
Repair Recommendation: Install additional vertical reinforcing per detail

3434 Fourth Avenue - San Diego, CA 92103
P 619 299 5550 - F 619 299 9934 - www.burkett-wong.com
San Diego - Los Vegas

ISIC 3040

AA003283

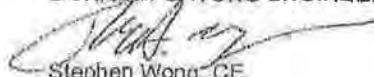
(Page 20 of 20)

Ms. Frances Berry
FEINBERG, GRANT, MAYFIELD, KANEDA & LITT, LLP
RE: Sun City Anthem, Henderson, NV.
May 2, 2000
Page 2 of 2

- 15.5 Defect Observed: Inadequately lapped horizontal reinforcing
Location: Various locations (see photo 5a)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Cracking & deterioration of wall
Repair Recommendation: Install additional horizontal reinforcing per detail
- 15.6 Defect Observed: Inadequate waterproofing of masonry retaining wall
Location: Various locations (see photos 6a & 6b)
Codes & Standards: City of Henderson standard detail B-101. Uniform
Standard Specifications for Public Works Construction, Clark County
Area Sec. 646
Resultant Damage: Deterioration of retaining wall
Repair Recommendation: Install waterproofing on back of wall
- 15.7 Defect Observed: Inadequate retaining wall drainage
Location: Various locations (see photos 7a & 7d)
Codes & Standards: City of Henderson standard detail B-101.
Resultant Damage: Cracking & deterioration of wall
Repair Recommendation: Install drainage at back of retaining wall
- 15.8 Defect Observed: Exposed reinforcing
Location: Various locations (see photo 8a)
Codes & Standards: Uniform Building Code Section 2107.2.2.2
Resultant Damage: Deterioration of retaining wall
Repair Recommendation: Install grout cap over reinforcing
- 15.9 Defect Observed: Inadequately protected iron fence post
Location: Various locations (see photos 9a)
Codes & Standards: Standard of practice
Resultant Damage: Rusting & deterioration of fence posts
Repair Recommendation: Remove & replace fence posts in concrete
footings set above adjacent grade.

Sincerely,

BURKETT & WONG ENGINEERS


Stephen Wong, CE
Principal

 BURKETT WONG
ENGINEERS

ISIC 3041

AA003284

EXHIBIT 66

Complaint filed on January 22, 2010, in Clark County District Court, Nevada, in the action captioned *Sun City Anthem Community Association, Inc. v. Del Webb Communities, Inc.*, Case No. A-10-608708-D ("*Sun City* action") (ISIC 5886-5896)

ORIGINAL

1 **COMP**

2 ROGER J. GRANT, ESQ., NVB: 004103

3 CHARLES M. LITT, ESQ., NVB: 006040

4 BRUCE MAYFIELD, ESQ., NVB: 007440

5 FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP

6 1955 Village Center Circle

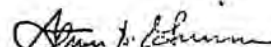
7 Las Vegas, Nevada 89134

8 (702) 947-4900 / (702) 947-4901 FAX

9 Attorneys for Plaintiff

FILED

JAN 22 3 55 PM '10


 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

 11 SUN CITY ANTHEM COMMUNITY
 12 ASSOCIATION, INC., a Nevada non-profit
 13 corporation

14 Plaintiff,

15 v.

 16 DEL WEBB COMMUNITIES, INC., an
 17 Arizona corporation; DOES I through 100;

18 Defendants.

CASE NO.: A-10-608708-D
DEPT. NO.: XV

COMPLAINT

A-10-608708-D
647423
 18 COMES NOW Plaintiff SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
 19 by and through its attorneys FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP, and
 20 for its causes of action against Defendants, and each of them, alleges as follows:

 21 1. Plaintiff SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
 22 (hereinafter "Plaintiff" or "Association") at all times herein mentioned, is and was incorporated
 23 as a non-profit Nevada corporation with its principal place of business within Clark County,
 24 Nevada. The Association is composed of owners of residences, improvements, appurtenances,
 25 and structures built and existing upon certain parcels of real property all as more particularly
 26 described in the Declaration of Covenants, Conditions & Restrictions, and any amendments
 27 thereto, recorded with the Clark County Recorder hereinafter referred to as "Association
 28 Development".

CLERK OF THE COURT

JAN 22 2010

RECEIVED

 FEINBERG GRANT MAYFIELD
 KANEDA & LITT, LLP
 1955 Village Center Circle
 Las Vegas, Nevada 89134
 (702) 947-4900

1 2. By the express terms of the governing documents and pursuant to Nevada Revised
2 Statutes, Chapter 116 of the Common Interest Ownership Act, Plaintiff is granted the general
3 authority and responsibility to bring the herein stated action on behalf of all homeowners within
4 the Association Development.

5 3. Plaintiff, in accordance with its governing documents, has the sole and exclusive
6 right and duty to manage, operate, control, repair, replace and restore the Association
7 Development, including the right to enter into contracts to accomplish its duties and obligations,
8 and have all of the powers necessary to carry out its rights and obligations, including the right,
9 duty, and power to contract for legal services to prosecute any action affecting the Association
10 when such action is deemed by it necessary to enforce its powers, rights and obligations,
11 including the bringing of this action. Pursuant to Nevada Revised Statutes, Chapter 116 of the
12 Common Interest Ownership Act, Plaintiff seeks recovery for damages to the property which
13 consists of but is not limited to damages to the common areas, and/or damages to the separate
14 interests within the Association's common interest, power and standing pursuant to Nevada law.

15 4. Plaintiff is informed and believes, and thereon alleges that, at all times herein
16 mentioned, Defendant DEL WEBB COMMUNITIES, INC., an Arizona corporation, was
17 engaged in and doing business in Clark County, Nevada, including but not limited to
18 development, construction, improvement, and/or sale of the Association Development.

19 5. Defendant DOES 1 through 100, inclusive, whether individual, corporate,
20 associate or otherwise are sued by these fictitious names and whose true names and capacities,
21 at this time, are unknown to Plaintiff. Plaintiff is informed and believes and thereupon alleges
22 that at all times herein mentioned each of the Defendants sued herein as DOES 1 through 100
23 was the agent, servant, and employee of his, her or its co-Defendants, and in doing the things
24 hereinafter mentioned was acting in the scope of his, her or its authority as such agent, servant,
25 and employee, and with the permission, consent and/or ratification of his, her or its co-
26 Defendants; and that each of said fictitiously named Defendants, whether an individual,
27 corporation, association, or otherwise, is in some way liable or responsible to the Plaintiff on
28 the facts hereinafter alleged, and caused injuries and damages proximately thereby as hereinafter

1 alleged. At such time as Defendants' true names become known to Plaintiff, Plaintiff will
2 amend this Complaint to insert said true names and capacities.

3 6. Plaintiff is informed and believes and thereupon alleges that Defendant DEL
4 WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, were and at all times
5 herein mentioned are, engaged in the mass production of homes and appurtenances for sale and
6 use by members of the general public, and that Defendants and each of them, participated in the
7 development, construction and/or sale of the homes, appurtenances, and improvements for the
8 Association Development.

9 7. Plaintiff is informed and believes and thereupon alleges that Defendant DEL
10 WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, as developers, sellers and/or
11 builders developed the Association Development and subject residential structures, which
12 structures were intended to be used as residential dwellings; that at all times herein mentioned,
13 said Defendants acted as developers of the Association Development for the purpose set forth
14 herein.

15 8. Plaintiff is informed and believes and based thereon alleges that Defendant DEL
16 WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, as developers, sellers and/or
17 builders of the Association Development, knew that the homes, appurtenances, and structures
18 would be sold to and be used by members of the general public for the purpose of residences
19 and said Defendants knew or reasonably should have known that the persons who would
20 purchase said units would do so without inspection for the defects set forth herein.

21 9. Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
22 inclusive, at all times herein mentioned, were and are merchants with respect to the subject
23 Association Development and said Defendants, and each of them, impliedly warranted that the
24 real property and structures thereon were of merchantable quality and were constructed in a
25 reasonable and workmanlike manner.

26 10. Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
27 inclusive, as developers, mass-developers, mass-constructors and mass-producers of the
28

1 Association Development are liable and responsible to Plaintiff for all damages suffered as a
2 result of the deficiencies set forth herein.

3 11. Within three years past, Plaintiff discovered the Association Development has
4 been and is experiencing defective conditions of the real property and structures thereon, and
5 that said components are not of merchantable quality nor were they designed, erected,
6 constructed or installed in a workmanlike manner but instead, are defective and, as now known,
7 the subject components demonstrate improper, nonexistent, and/or inadequate design,
8 construction, manufacture, and/or installation. Plaintiff is informed and believes and thereupon
9 alleges that the structures may be additionally defective in ways and to an extent not precisely
10 known, but which will be established at the time of trial, according to proof.

11 12. Plaintiff has complied with all prefiling requirements of Nevada Revised Statutes
12 §40.600 through §40.695, Nevada Revised Statutes Chapter 116, and the Association's
13 governing documents.

14 13. Plaintiff is informed and believes and based thereon alleges that the items
15 generally referred to and particularly described herein were "known deficiencies" within the
16 meaning of Nevada Revised Statutes §11.203. Plaintiff, at all times herein mentioned, relied
17 on the skill of Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
18 inclusive, in producing homes and appurtenances thereto that are reasonably fit for their
19 intended purpose.

20 14. Plaintiff is still not fully aware of all of the causes, the full extent and possible
21 legal significance of the results or causes of the property conditions herein above-described due
22 to the loss being continual and latent in nature. Plaintiff is an organization of lay individuals
23 who have required expert consultations to provide a review of the property conditions. Plaintiff
24 is still not informed of any causes or entire results of the full extent of these latent deficiencies,
25 nor is Plaintiff fully informed of the potential causes of the resultant distress due to the loss
26 being continual and latent in nature.

27 15. Plaintiff is informed and believes and thereon alleges that Defendant DEL WEBB
28 COMMUNITIES, INC., and DOES 1 through 100, inclusive, did inspect and market said homes

1 and appurtenances with full knowledge of the causes and effects of defects in the construction
 2 of the Association Development, the deficiencies in design, installation and supervision thereof
 3 and, in willful and reckless disregard of the defective conditions, causes and results. In
 4 particular, Plaintiff is informed and believes and thereon alleges that said Defendants in the
 5 inspection, design, installation and supervision of Association Development, engaged in a
 6 calculated course of conduct to reduce the costs of development by the use of substandard,
 7 deficient and inadequate design, and construction techniques and materials and concealed said
 8 defects from Plaintiff and its members.

9 16. Plaintiff is informed and believes and thereon alleges Defendant DEL WEBB
 10 COMMUNITIES, INC., and DOES 1 through 100, inclusive, ignored curing the causes of the
 11 defects and pursued a course of development and construction of the Association Development
 12 so as to increase their profit from the project at the expense of the ultimate purchaser in that said
 13 defects were known to Defendants, were latent defects, and were not apparent to Plaintiff from
 14 a casual inspection.

15 17. Plaintiff is informed and believes and based thereon alleges that any and all repair
 16 attempts by Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
 17 inclusive, failed to adequately correct said property damages and deficiencies thereby resulting
 18 in further property damages caused thereby.

19 18. Plaintiff is informed and believes and thereupon alleges that instead of causing the
 20 necessary and required reconstruction and repair of the Association Development, Defendant
 21 DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, have caused cosmetic,
 22 temporary or ineffective repairs to be made to various portions of the Association Development
 23 for the purpose of leading Plaintiff and its members to believe that said Defendants were
 24 resolving and correcting all deficiencies. By virtue of such conduct, said Defendants are
 25 estopped to assert that the Plaintiff has not commenced this action in a timely fashion and are
 26 further estopped to assert that the Plaintiff may not seek the damages herein sought.

27 19. Plaintiff is informed and believes and thereupon alleges that the above-described
 28 defects arose out of, were attributable to, and are directly and proximately caused by the above-

1 described deficiency in the design, specification, planning, supervision, observation of
 2 construction, development and/or improvement and any repairs of the Association Development,
 3 and that prior to the time when it was discovered by Plaintiff as set forth herein, could not have
 4 been discovered by the exercise of reasonable diligence.

5 FIRST CAUSE OF ACTION

6 **(Breach of Implied Warranties Against Del Webb Communities, Inc., 7 and Does 1 Through 100, Inclusive)**

8 20. Plaintiff realleges and incorporates by reference Paragraphs 1 through 19,
 9 inclusive, as though fully set forth herein.

10 21. Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
 11 inclusive, impliedly warranted that the Association Development was designed and constructed
 12 in accordance with applicable law, according to sound standards of engineering and construction,
 13 in a commercially reasonable, habitable and workmanlike manner and free from defective
 14 materials when said Defendants offered units of the project for sale to the general public as new
 15 construction.

16 22. DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive,
 17 impliedly warranted that the Association Development was of merchantable quality and fit for
 18 its intended purposes as residences and appurtenances without significant defective causes,
 19 effects, or conditions un-remedied or unrepaired by said Defendants.

20 23. Plaintiff is informed and believes and thereon alleges that the subject structures
 21 and subject premises were not constructed in accordance with applicable law or according to
 22 sound standards of engineering and construction, were not constructed in a workmanlike manner,
 23 were not free from defective materials, and were not of proper durability, reliability, habitability,
 24 merchantability, and/or general quality and not fit for their intended use all as herein described.

25 24. Plaintiff is informed and believes and thereupon alleges that as a direct and
 26 proximate result of the defects set forth herein, Plaintiff has suffered damages in an amount
 27 precisely unknown, but believed to be within the jurisdiction of this Court in that it has been and
 28 will hereafter be required to perform works of repair, restoration, and construction to portions

1 of the structures to prevent further damages and to restore the structures to their proper condition.

2 Plaintiff will establish the precise amount of such damages at trial, according to proof, for the
3 following damages:

- 4 a. The cost of any repairs already made;
- 5 b. The cost of any repairs yet to be made that are necessary to cure any
6 construction defect;
- 7 c. The expenses of temporary housing reasonably necessary during the repair;
- 8 d. The loss of the use of all or any part of the residence;
- 9 e. The value of any other property damaged by the construction defect;
- 10 f. The reduction in market value of the residences;
- 11 g. Any additional costs incurred by the Plaintiff, including, but not
12 limited to, any costs and fees incurred for the retention of experts;
- 13 h. Any reasonable attorney's fees;
- 14 i. Any interest provided by statute.

15 SECOND CAUSE OF ACTION

16 (Breach of Express Warranties Against Del Webb Communities, Inc.,
17 and Does 1 Through 100, Inclusive)

18 25. Plaintiff realleges and incorporates by reference paragraphs 1 through 24,
19 inclusive, as though fully set forth herein.

20 26. Plaintiff is informed and believes and based thereon alleges Defendant DEL
21 WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, expressly warranted
22 through sales brochures of the subject premises, related advertising circulars and materials; and
23 through the contracts of sale and related sales warranty information regarding the subject
24 premises, that the Association Development was designed and constructed in a commercially
25 reasonable and habitable manner when Defendant DEL WEBB COMMUNITIES, INC., and
26 DOES 1 through 100, inclusive, offered the homes and appurtenances of the Association
27 Development for sale to the general public for use as residences.

28 ...

27. Plaintiff's members relied on Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, express representations that these homes and appurtenances were marketed for sale to the general public, and thus of merchantable quality suitable for their intended purpose, without major, significant defective causes, effects or conditions, un-remedied or unrepaired by said Defendants.

28. Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, breached these express warranties by selling the homes and appurtenances of the Association Development with the above-described deficiencies in the design, specification, planning supervision, observation of construction, development and/or improvement and repair of the Association Development.

29. As a direct and proximate result of the breach of the express warranties by Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, inclusive, as herein above alleged, Plaintiff and its members suffered damages stemming from the construction defects at the real property and structures thereon.

30. Plaintiff is informed and believes and thereupon alleges that as a direct and proximate result of the breaches set forth herein, Plaintiff 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, restoration, and construction to portions of the structures to prevent further damage and to restore the structures to their proper condition and/or will suffer damages in an amount the full nature and extent of which shall be ascertained according to proof at trial.

THIRD CAUSE OF ACTION

**(Negligence Against Del Webb Communities, Inc.,
and Does 1 Through 100, Inclusive)**

31. Plaintiff realleges and incorporates by reference Paragraphs 1 through 30, inclusive, as though fully set forth herein.

32. Plaintiff is informed and believes and thereupon alleges that Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100, were and are builders, contractors,

1 general contractors, subcontractors, suppliers, material men, architects and/or engineers, or other
 2 persons, entities or professionals who participated in the process of design, engineering,
 3 manufacture, and/or construction of homes, appurtenances, buildings, improvements and
 4 structures of the Association Development and who performed works of labor, supplied
 5 materials, equipment and/or services necessary for the building and construction, including
 6 supervision of construction of the Association Development with the knowledge that the homes
 7 and appurtenances thereto would be sold to and used by members of the public. In so doing, said
 8 Defendants in the capacity as builder, contractor, subcontractor, supplier, material men, architect,
 9 engineer, seller and/or general contractor or otherwise, caused the subject premises and subject
 10 structures to be designed, engineered and/or constructed through their own works of labor, their
 11 supplying of materials, equipment and services, and through causing other contractors and
 12 subcontractors, including other Defendants to perform works of labor, to supply materials,
 13 equipment and services in order to properly complete the Association Development and subject
 14 structures so that it could be sold to and used by members of the public.

15 33. Plaintiff is informed and believes and thereupon alleges the Defendant DEL
 16 WEBB COMMUNITIES, INC., and DOES 1 through 100, whether builder, contractor,
 17 subcontractor, supplier, material men, architect, engineer or otherwise, negligently, carelessly,
 18 tortiously and wrongfully failed to use reasonable care in the analysis, preparation, design,
 19 manufacture, construction, and/or installation of the real property and structures thereon.

20 34. Plaintiff is informed and believes and thereupon alleges the Defendant DEL
 21 WEBB COMMUNITIES, INC., and DOES 1 through 100, whether builder, contractor,
 22 subcontractor, supplier, material men, architect, engineer or otherwise, performed work, labor
 23 and/or services for the construction of the Association Development, and each knew or should
 24 have known that if the Association Development was not properly or adequately designed,
 25 engineered, supervised and/or constructed, that the owners and users would be substantially
 26 damaged thereby, and that the homes, appurtenances, buildings, improvements and structures
 27 would be defective and not of merchantable quality.

28

1 35. That Defendant DEL WEBB COMMUNITIES, INC., and DOES 1 through 100,
 2 were under a duty to exercise ordinary care as builder, contractor, subcontractor, supplier,
 3 material men, architect, engineer or otherwise to avoid reasonably foreseeable injury to users and
 4 purchasers of the homes, appurtenances, buildings, improvements and structures, and knew or
 5 should have foreseen with reasonable certainty that purchasers and/or users would suffer the
 6 damages set forth herein if said Defendants, and each of them, failed to perform their duty to
 7 cause the subject premises and subject structures to be designed, engineered and constructed in
 8 a proper workmanlike manner and fashion.

9 36. In performing the works of a builder and/or contractor, subcontractor, supplier,
 10 material man, architect, engineer or otherwise, Defendant DEL WEBB COMMUNITIES, INC.,
 11 and DOES 1 through 100, inclusive, breached their duty owed to Plaintiff and neglected to
 12 perform the work, labor and services properly or adequately in that each said Defendant so
 13 negligently, carelessly and in an unworkmanlike manner performed the aforesaid work, labor
 14 and/or services such that the subject premises and subject structures as described herein were
 15 designed, engineered and/or constructed improperly, negligently, carelessly and/or in an
 16 unworkmanlike manner.

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

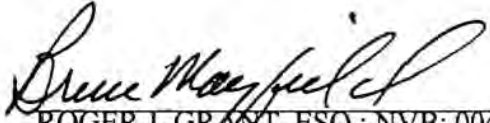
24 WHEREFORE, judgment is prayed for herein against Defendant DEL WEBB
 25 COMMUNITIES, INC., and DOES 1 through 100, inclusive, and each of them, as follows:

- 26 1. For general and special damages in excess of \$10,000.00;
- 27 2. For prejudgment interest;
- 28 3. For cost of suit and attorneys' fees incurred by Plaintiff herein; and

1 4. For such other and further relief as the Court may deem just and proper.

2 DATED this 22nd day of January, 2010.

3 **FEINBERG GRANT MAYFIELD**
4 **KANEDA & LITT, LLP**

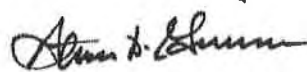
5
6 By: 
7 ROGER J. GRANT, ESQ.; NVB: 004103
8 CHARLES M. LITT, ESQ.; NVB: 006040
9 BRUCE MAYFIELD, ESQ.; NVB: 007440
10 1955 Village Center Circle
11 Las Vegas, Nevada 89134

12 Attorneys for Plaintiff
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EXHIBIT 67

Third-Party Complaint filed by Del Webb Communities, Inc., on March 18, 2010, in the *Sun City* action (ISIC 5897-5928)

Electronically Filed
03/18/2010 01:12:49 PM



CLERK OF THE COURT

TPC

JASON W. WILLIAMS, ESQ.
Nevada Bar No. 8310
jason.williams@knichlaw.com
KOELLER, NEBEKER, CARLSON
& HALUCK, LLP
300 South Fourth Street, Suite 500
Las Vegas, NV 89101
Phone: (702) 853-5500
Fax: (702) 853-5599
Attorneys for Defendant/Third-Party Plaintiff
DEL WEBB COMMUNITIES, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

| | | |
|--|---|------------------------------|
| SUN CITY ANTHEM COMMUNITY |) | CASE NO.: A-10-608708-D |
| ASSOCIATION, INC., a Nevada non- |) | DEPT NO.: XVI |
| profit corporation, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| DEL WEBB COMMUNITIES, INC., an |) | |
| Arizona corporation; DOES 1 through |) | DEL WEBB COMMUNITIES, INC.'S |
| 100, |) | THIRD-PARTY COMPLAINT |
| |) | |
| Defendants. |) | |
| |) | |
| DEL WEBB COMMUNITIES, INC., an |) | |
| Arizona corporation, |) | |
| |) | |
| Third-Party Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| A&A ASPHALT PAVING, LLC, a |) | |
| Nevada limited liability company; |) | |
| ADAMS BROS. INTERIORS OF |) | |
| NEVADA, INC., a Nevada corporation; |) | |
| AFFORDABLE TRACTOR SERVICE, |) | |
| LLC, a Nevada limited liability company; |) | |
| AMERICAN ASPHALT & GRADING |) | |
| COMPANY, a Nevada corporation; |) | |

1 ATRIUM DOOR AND WINDOW)
 2 COMPANY OF ARIZONA, fka)
 3 MASTERVIEW WINDOW)
 4 COMPANY, LLC, a Delaware)
 5 corporation; BOB'S CONSTRUCTION,)
 6 INC., a Nevada corporation;)
 7 CAMPBELL CONCRETE, INC., a)
 8 Nevada corporation; CAMPBELL)
 9 CONCRETE OF NEVADA, INC., a)
 10 Nevada corporation; CEDCO, INC., a)
 11 Nevada corporation; CEDCO)
 12 LANDSCAPE, INC., a Nevada)
 13 corporation; CEDCO IRON, INC., a)
 14 Nevada corporation; CHIEF)
 15 CONCRETE, INC., a Nevada)
 16 corporation; COLOR COUNTRY)
 17 COUNTERTOPS, INC., a Utah)
 18 corporation; D-JONS COUNTERTOP)
 19 SPECIALISTS, INC., a Nevada)
 20 corporation; DAN BRADLEY GLASS)
 21 SHOP, INC., a Nevada corporation; E/G)
 22 MANAGEMENT, INC., an Arizona)
 23 corporation; SOUND AND SECURE,)
 24 INC., dba EAGLE SENTRY, INC., a)
 25 Nevada corporation; EFFICIENT)
 26 ENTERPRISES, LLC, dba EFFICIENT)
 27 ELECTRIC, a Nevada limited liability)
 28 company; EXECUTIVE PLASTERING,)
 INC., a Nevada corporation; BUILDER)
 SERVICES GROUP, INC., fka GALE)
 INDUSTRIES, INC., a Florida)
 corporation; GOTHIC LANDSCAPING,)
 INC., a California corporation;)
 HARRISON DOOR COMPANY, a)
 Nevada corporation; J.R. MERANTO)
 CONSTRUCTION, INC., a Nevada)
 corporation; JAYNES CORPORATION,)
 a New Mexico corporation; KORTE)
 CONSTRUCTION COMPANY, fka)
 KORTE-BELLEW & ASSOCIATES)
 CONSTRUCTION COMPANY, a)
 Missouri corporation; LANDSCAPE)
 SERVICES, INC., a Nevada corporation;)
 LEWIS ENTERPRISES, INC. dba)
 LEWIS LANDSCAPE DESIGN, a)
 Nevada corporation; M S CONCRETE)

CO., INC., a Nevada corporation;)
 1 NATIVE RESOURCES NEVADA,)
 LLC, a Nevada limited liability company;)
 2 NEVADA COUNTERTOP)
 CORPORATION, a Nevada corporation;)
 3 PETE KING NEVADA)
 CORPORATION, an Arizona)
 4 corporation; PETE KING)
 CORPORATION, an Arizona)
 5 corporation; PRATTE DEVELOPMENT)
 6 CO., INC., a Nevada corporation; R&O)
 7 CONSTRUCTION COMPANY, a Utah)
 corporation; R.A.M.M. CORP., a)
 8 Nevada corporation; SELECTBUILD)
 NEVADA, INC., fka CAMPBELL)
 9 CONCRETE, INC., SOUTHERN)
 NEVADA PAVING, INC., a Nevada)
 10 corporation; STEWART & SUNDELL)
 11 CONCRETE, INC., a Nevada)
 corporation; SUNLAND, INC. –)
 12 ASPHALT & SEALCOATING, dba)
 SUNLAND ASPHALT, an Arizona)
 13 corporation; TEJAS UNDERGROUND,)
 14 LLC, a Nevada limited liability company;)
 WESLEY CORPORATION, a Nevada)
 15 corporation; WESTERN STATES)
 CONTRACTING, a Nevada corporation;)
 16 WESTERN STATES GLASS AND)
 BUILDING PRODUCTS, INC., a)
 17 Nevada corporation; WILLIS ROOF)
 18 CONSULTING, INC., a Nevada)
 corporation; WOLSELEY NA)
 19 CONSTRUCTION SERVICES, LLC,)
 fka EFFICIENT ENTERPRISES, INC., a)
 20 Virginia limited liability company; a)
 Delaware corporation; and ROES 1-250,)
 21

22 Third-Party Defendants.

23 COMES NOW Third-Party Plaintiff Del Webb Communities, Inc. (hereinafter "Third-
 24 Party Plaintiff"), by and through its attorneys Koeller, Nebeker, Carlson & Haluck, LLP, and
 25 hereby states its Third-Party Complaint against A&A Asphalt Paving, LLC, Adams Bros
 26 Interiors of Nevada, Inc., Affordable Tractor Service LLC, American Asphalt & Grading
 27
 28

1 Company, Atrium Door and Window Company of Arizona, fka Masterview Window Company
 2 LLC, Bob's Construction, Inc., Builder Services Group, Inc., f/k/a Gale Industries, Inc.,
 3 Campbell Concrete of Nevada, Inc., Campbell Concrete, Inc., Cedco Iron, Inc., Cedco
 4 Landscape, Inc., Cedco, Inc., Chief Concrete, Inc., Color Country Countertops, Inc., Dan
 5 Bradley Glass Shop, Inc., D-Jons Countertop Specialists, Inc., E/G Management, Inc., Efficient
 6 Enterprises, LLC dba Efficient Electric, Executive Plastering, Inc., Gothic Landscaping, Inc.,
 7 Harrison Door Company, J.R. Meranto Construction, Inc., Jaynes Corporation, Korte
 8 Construction Company f/k/a Korte-Bellew & Associates Construction, Landscape Services,
 9 Inc., Lewis Enterprises, Inc. dba Lewis Landscape Design, a Nevada corporation, M S
 10 Concrete Co., Inc., Native Resources Nevada, LLC, Nevada Countertop Corporation, Pete
 11 King Corporation, Pete King Nevada Corporation, Pratte Development Co., Inc., R&O
 12 Construction Company, R.A.M.M. Corp., SelectBuild Nevada, Inc., f/k/a Campbell Concrete,
 13 Inc., Sound and Secure, Inc., dba Eagle Sentry, Inc., Southern Nevada Paving, Inc., Stewart &
 14 Sundell Concrete, Inc., Tejas Underground LLC, Wesley Corporation, Western States
 15 Contracting, Western States Glass and Building Products, Inc., Willis Roof Consulting, Inc.,
 16 Wolseley NA Construction Services, LLC, fka Efficient Enterprises, Inc., and ROES 1-250
 17 (hereinafter collectively "Third-Party Defendants"), states and alleges as follows:

18 GENERAL ALLEGATIONS

19 1. Third-Party Plaintiff is a corporation organized under the laws of the State of
 20 Arizona and is, and at all times relevant herein, was authorized to do business in the State of
 21 Nevada.

22 2. At all times relevant herein, each of the Third-Party Defendants were entities
 23 doing business in the State of Nevada and performed architectural, engineering, or construction
 24 related work and/or supplied materials for the construction on or around the duplex homes,
 25 recreation centers, and/or common areas located within the residential development known as
 26 Sun City Anthem, located in the City of Henderson, County of Clark, State of Nevada.

1 3. Each of the Third-Party Defendants were architects, engineers, suppliers,
2 manufacturers or subcontractors who performed engineering, architectural or construction
3 activities for the duplex homes, recreation centers, and/or common areas located within and
4 throughout the Sun City Anthem Development, or who supplied or provided to one of the
5 other architects, engineers or subcontractors materials and/or other items which were installed
6 into and/or became a part of one, some, or all of the duplex homes, recreation centers, and/or
7 common areas within and throughout the Sun City Anthem development.

8 4. Third-Party Defendant, A&A Asphalt Paving, LLC, a dissolved Nevada
9 Limited-Liability Company, was at all times material hereto, a legal entity doing business in
10 Nevada who designed, engineered and/or performed the work for, construction of, and/or
11 installation of or supplied materials to the duplex homes, recreation centers, and/or common
12 areas located within the Sun City Anthem Development.

13 5. Third-Party Defendant, Adams Brothers Interiors of Nevada, Inc., an active
14 Nevada Corporation, is and was at all times material hereto, a legal entity doing business in
15 Nevada who designed, engineered and/or performed the work for, construction of, and/or
16 installation of or supplied materials to the duplex homes, recreation centers, and/or common
17 areas located within the Sun City Anthem Development.

18 6. Third-Party Defendant, Affordable Tractor Service LLC, an active Nevada
19 Limited-Liability Company, is and was at all times material hereto, a legal entity doing
20 business in Nevada who designed, engineered and/or performed the work for, construction of,
21 and/or installation of or supplied materials to the duplex homes, recreation centers, and/or
22 common areas located within the Sun City Anthem Development.

23 7. Third-Party Defendant, American Asphalt & Grading Company, an active
24 Nevada Corporation, is and was at all times material hereto, a legal entity doing business in
25 Nevada who designed, engineered and/or performed the work for, construction of, and/or
26 installation of or supplied materials to the duplex homes, recreation centers, and/or common
27 areas located within the Sun City Anthem Development.

1 8. Third-Party Defendant, Atrium Door & Window Company of Arizona, an
2 active Delaware Corporation, formerly known as Masterview Window Company LLC, is and
3 was at all times material hereto, a legal entity doing business in Nevada who designed,
4 engineered and/or performed the work for, construction of, and/or installation of or supplied
5 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
6 City Anthem Development.

7 9. Third-Party Defendant, Bob's Construction, Inc., a dissolved Nevada
8 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
9 designed, engineered and/or performed the work for, construction of, and/or installation of or
10 supplied materials to the duplex homes, recreation centers, and/or common areas located within
11 the Sun City Anthem Development.

12 10. Third-Party Defendant, Builder Services Group, Inc., an active Florida
13 Corporation, formerly known as Gale Industries, Inc., is and was at all times material hereto, a
14 legal entity doing business in Nevada who designed, engineered and/or performed the work
15 for, construction of, and/or installation of or supplied materials to the duplex homes, recreation
16 centers, and/or common areas located within the Sun City Anthem Development.

17 11. Third-Party Defendant, Campbell Concrete, Inc., a dissolved California
18 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
19 designed, engineered and/or performed the work for, construction of, and/or installation of or
20 supplied materials to the duplex homes, recreation centers, and/or common areas located within
21 the Sun City Anthem Development.

22 12. Third-Party Defendant, Campbell Concrete of Nevada, Inc., a dissolved Nevada
23 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
24 designed, engineered and/or performed the work for, construction of, and/or installation of or
25 supplied materials to the duplex homes, recreation centers, and/or common areas located within
26 the Sun City Anthem Development.

1 13. Third-Party Defendant, Cedco Iron, Inc., a dissolved Nevada Corporation, was
2 at all times material hereto, a legal entity doing business in Nevada who designed, engineered
3 and/or performed the work for, construction of, and/or installation of or supplied materials to
4 the duplex homes, recreation centers, and/or common areas located within the Sun City
5 Anthem Development.

6 14. Third-Party Defendant, Cedco Landscape, Inc., a dissolved Nevada
7 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
8 designed, engineered and/or performed the work for, construction of, and/or installation of or
9 supplied materials to the duplex homes, recreation centers, and/or common areas located within
10 the Sun City Anthem Development.

11 15. Third-Party Defendant, Cedco, Inc., is and was at all times material hereto, a
12 legal entity doing business in Nevada who designed, engineered and/or performed the work
13 for, construction of, and/or installation of or supplied materials to the duplex homes, recreation
14 centers, and/or common areas located within the Sun City Anthem Development.

15 16. Third-Party Defendant, Chief Concrete, Inc., an active Nevada Corporation, is
16 and was at all times material hereto, a legal entity doing business in Nevada who designed,
17 engineered and/or performed the work for, construction of, and/or installation of or supplied
18 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
19 City Anthem Development.

20 17. Third-Party Defendant, Color Country Countertops, Inc., an inactive Utah
21 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
22 designed, engineered and/or performed the work for, construction of, and/or installation of or
23 supplied materials to the duplex homes, recreation centers, and/or common areas located within
24 the Sun City Anthem Development.

25 18. Third-Party Defendant, Dan Bradley Glass Shop, Inc., an active Nevada
26 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
27 who designed, engineered and/or performed the work for, construction of, and/or installation of
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1 or supplied materials to the duplex homes, recreation centers, and/or common areas located
2 within the Sun City Anthem Development.

3 19. Third-Party Defendant, D-Jons Countertop Specialist, Inc., an inactive Nevada
4 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
5 designed, engineered and/or performed the work for, construction of, and/or installation of or
6 supplied materials to the duplex homes, recreation centers, and/or common areas located within
7 the Sun City Anthem Development.

8 20. Third-Party Defendant, Sound & Secure, Inc., an active Nevada Corporation,
9 doing business as Eagle Sentry, is and was at all times material hereto, a legal entity doing
10 business in Nevada who designed, engineered and/or performed the work for, construction of,
11 and/or installation of or supplied materials to the duplex homes, recreation centers, and/or
12 common areas located within the Sun City Anthem Development.

13 21. Third-Party Defendant, E/G Management, Inc., an inactive Arizona
14 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
15 designed, engineered and/or performed the work for, construction of, and/or installation of or
16 supplied materials to the duplex homes, recreation centers, and/or common areas located within
17 the Sun City Anthem Development.

18 22. Third-Party Defendant, Efficient Enterprises, LLC, an active Nevada Limited
19 Liability Company, doing business as Efficient Electric, is and was at all times material hereto,
20 a legal entity doing business in Nevada who designed, engineered and/or performed the work
21 for, construction of, and/or installation of or supplied materials to the duplex homes, recreation
22 centers, and/or common areas located within the Sun City Anthem Development.

23 23. Third-Party Defendant, Executive Plastering, Inc., an active Nevada
24 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
25 who designed, engineered and/or performed the work for, construction of, and/or installation of
26 or supplied materials to the duplex homes, recreation centers, and/or common areas located
27 within the Sun City Anthem Development.

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1 24. Third-Party Defendant, Gothic Landscaping, Inc., an active California
2 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
3 who designed, engineered and/or performed the work for, construction of, and/or installation of
4 or supplied materials to the duplex homes, recreation centers, and/or common areas located
5 within the Sun City Anthem Development.

6 25. Third-Party Defendant, Harrison Door Company, a dissolved Nevada
7 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
8 designed, engineered and/or performed the work for, construction of, and/or installation of or
9 supplied materials to the duplex homes, recreation centers, and/or common areas located within
10 the Sun City Anthem Development.

11 26. Third-Party Defendant, J.R. Meranto Construction, Inc., an inactive Nevada
12 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
13 designed, engineered and/or performed the work for, construction of, and/or installation of or
14 supplied materials to the duplex homes, recreation centers, and/or common areas located within
15 the Sun City Anthem Development.

16 27. Third-Party Defendant, Jaynes Corporation, an active New Mexico Corporation,
17 is and was at all times material hereto, a legal entity doing business in Nevada who designed,
18 engineered and/or performed the work for, construction of, and/or installation of or supplied
19 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
20 City Anthem Development.

21 28. Third-Party Defendant, Korte Construction Company, an active Missouri
22 Corporation, formerly known as Korte-Bellew & Associates Construction Company, is and
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 to the duplex homes, recreation centers, and/or common areas located within the Sun
26 City Anthem Development.

1 29. Third-Party Defendant, Landscape Services, Inc., an active Nevada Corporation,
2 is and was at all times material hereto, a legal entity doing business in Nevada who designed,
3 engineered and/or performed the work for, construction of, and/or installation of or supplied
4 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
5 City Anthem Development.

6 30. Third-Party Defendant, Lewis Enterprises, Inc. dba Lewis Landscape Design, a
7 dissolved Nevada Corporation, was at all times material hereto, a legal entity doing business in
8 Nevada who designed, engineered and/or performed the work for, construction of, and/or
9 installation of or supplied materials to the duplex homes, recreation centers, and/or common
10 areas located within the Sun City Anthem Development.

11 31. Third-Party Defendant, MS Concrete Co., Inc., an active Nevada Corporation, is
12 and was at all times material hereto, a legal entity doing business in Nevada who designed,
13 engineered and/or performed the work for, construction of, and/or installation of or supplied
14 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
15 City Anthem Development.

16 32. Third-Party Defendant, Native Resources Nevada, LLC, an active Nevada
17 Limited-Liability Company, is and was at all times material hereto, a legal entity doing
18 business in Nevada who designed, engineered and/or performed the work for, construction of,
19 and/or installation of or supplied materials to the duplex homes, recreation centers, and/or
20 common areas located within the Sun City Anthem Development.

21 33. Third-Party Defendant, Nevada Countertop Corporation, a dissolved Nevada
22 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
23 designed, engineered and/or performed the work for, construction of, and/or installation of or
24 supplied materials to the duplex homes, recreation centers, and/or common areas located within
25 the Sun City Anthem Development.

26 34. Third-Party Defendant, Pete King Corporation, an active Arizona Corporation,
27 is and was at all times material hereto, a legal entity doing business in Nevada who designed,
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1 engineered and/or performed the work for, construction of, and/or installation of or supplied
2 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
3 City Anthem Development.

4 35. Third-Party Defendant, Pete King Nevada Corporation, an active Nevada
5 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
6 who designed, engineered and/or performed the work for, construction of, and/or installation of
7 or supplied materials to the duplex homes, recreation centers, and/or common areas located
8 within the Sun City Anthem Development.

9 36. Third-Party Defendant, Pratte Development Co., Inc., an inactive 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 to the duplex homes, recreation centers, and/or common areas located within
13 the Sun City Anthem Development.

14 37. Third-Party Defendant, R&O Construction Company, an active Utah
15 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
16 who designed, engineered and/or performed the work for, construction of, and/or installation of
17 or supplied materials to the duplex homes, recreation centers, and/or common areas located
18 within the Sun City Anthem Development.

19 38. Third-Party Defendant, RAMM Corp., an active Nevada Corporation, is and
20 was at all times material hereto, a legal entity doing business in Nevada who designed,
21 engineered and/or performed the work for, construction of, and/or installation of or supplied
22 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
23 City Anthem Development.

24 39. Third-Party Defendant, SelectBuild Nevada, Inc., an active Delaware
25 Corporation, formerly known as Campbell Concrete, Inc., is and was at all times material
26 hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the
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1 work for, construction of, and/or installation of or supplied materials to the duplex homes,
2 recreation centers, and/or common areas located within the Sun City Anthem Development.

3 40. Third-Party Defendant, Southern Nevada Paving, Inc., an active Nevada
4 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
5 who designed, engineered and/or performed the work for, construction of, and/or installation of
6 or supplied materials to the duplex homes, recreation centers, and/or common areas located
7 within the Sun City Anthem Development.

8 41. Third-Party Defendant, Stewart & Sundell Concrete, Inc., an active Nevada
9 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
10 who designed, engineered and/or performed the work for, construction of, and/or installation of
11 or supplied materials to the duplex homes, recreation centers, and/or common areas located
12 within the Sun City Anthem Development.

13 42. Third-Party Defendant, Sunland, Inc. – Asphalt & Sealcoating, dba Sunland
14 Asphalt, an active Arizona Corporation, is and was at all times material hereto, a legal entity
15 doing business in Nevada who designed, engineered and/or performed the work for,
16 construction of, and/or installation of or supplied materials to the duplex homes, recreation
17 centers, and/or common areas located within the Sun City Development.

18 43. Third-Party Defendant, Tejas Underground LLC, an active Nevada Limited-
19 Liability Company, is and was at all times material hereto, a legal entity doing business in
20 Nevada who designed, engineered and/or performed the work for, construction of, and/or
21 installation of or supplied materials to the duplex homes, recreation centers, and/or common
22 areas located within the Sun City Anthem Development.

23 44. Third-Party Defendant, Wesley Corporation, a dissolved Nevada Corporation,
24 was at all times material hereto, a legal entity doing business in Nevada who designed,
25 engineered and/or performed the work for, construction of, and/or installation of or supplied
26 materials to the duplex homes, recreation centers, and/or common areas located within the Sun
27 City Anthem Development.

1 45. Third-Party Defendant, Western States Contracting, an inactive Nevada
2 Corporation, was at all times material hereto, a legal entity doing business in Nevada who
3 designed, engineered and/or performed the work for, construction of, and/or installation of or
4 supplied materials to the duplex homes, recreation centers, and/or common areas located within
5 the Sun City Anthem Development.

6 46. Third-Party Defendant, Western States Glass and Building Products, Inc., an
7 inactive Nevada Corporation, was at all times material hereto, a legal entity doing business in
8 Nevada who designed, engineered and/or performed the work for, construction of, and/or
9 installation of or supplied materials to the homes located within the Sun City Anthem
10 Development.

11 47. Third-Party Defendant, Willis Roof Consulting, Inc., an active Nevada
12 Corporation, is and was at all times material hereto, a legal entity doing business in Nevada
13 who designed, engineered and/or performed the work for, construction of, and/or installation of
14 or supplied materials to the duplex homes, recreation centers, and/or common areas located
15 within the Sun City Anthem Development.

16 48. Third-Party Defendant, Wolseley NA Construction Services, LLC, an active
17 Virginia Limited Liability Company, formerly known as Efficient Enterprises, Inc., is and was
18 at all times material hereto, a legal entity doing business in Nevada who designed, engineered
19 and/or performed the work for, construction of, and/or installation of or supplied materials to
20 the duplex homes, recreation centers, and/or common areas located within the Sun City
21 Anthem Development.

22 49. The true names and capacities, whether individual, corporate, associate or
23 otherwise, of the Third-Party Defendants designated herein as ROES 1-250, are unknown to
24 Third-Party Plaintiff, who therefore sues said Third-Party Defendants by such fictitious names,
25 and who will seek leave of Court to amend this Third-Party Complaint to set forth their true
26 names and capacities, together with the appropriate charging allegations, when same have been
27 ascertained. Defendants ROES 1-250, and/or, each of them, are responsible to Third-Party
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1 Plaintiff as subcontractors, design professionals, maintenance contractors, suppliers,
2 manufacturers or in other capacities based on the facts and theories alleged herein.

3 **FIRST CLAIM FOR RELIEF**

4 **Breach of Contract**

5 50. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through
6 49 of this Third-Party Complaint as though fully set forth herein.

7 51. Third-Party Plaintiff is informed and believes, and thereon alleges, that pursuant
8 to the terms of said written agreements, and wherever else referenced, Third-Party Defendants
9 and ROES 1-250, and each of them, undertook obligations, including but not limited to,
10 maintaining liability policies, naming Third-Party Plaintiff as an Additional Insured under their
11 respective policies of liability insurance, indemnifying Third-Party Plaintiff, defending Third-
12 Party Plaintiff, and performing their work in a good and workmanlike manner in accordance
13 with the plans and specifications for the construction of the residences, recreation centers,
14 and/or common areas at the Sun City Anthem Community.

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

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

24 54. Third-Party Plaintiff has necessarily engaged Koeller, Nebeker, Carlson &
25 Haluck, LLP to represent it in the defense of Plaintiff's Complaint, and in its Third-Party
26 Complaint, and has incurred legal fees, court costs, and investigations costs, and will in the
27 future incur further fees and costs by reason of Plaintiff's Complaint referenced herein.

SECOND CLAIM FOR RELIEF

Express Indemnity

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. 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 regard to 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 "Webb" shall include parent and subsidiary corporations, and the officers, directors, agents, and employees of 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 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, expense, and risk defend all suits, actions, or other proceedings that may be instituted by a third party against Webb covered by this indemnification. Contractor shall reimburse Webb for any expenses Webb incurs in enforcing this indemnification.

or in the alternative:

INDEMNITY: To the maximum extent permitted by law, Contractor hereby agrees to save, indemnify, defend and keep harmless Pulte/Del Webb its subsidiaries and affiliates, and their respective officers, directors, partners, shareholders, members, employees, successors and assigns against all liability, claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from, or relating to Contractor's performance of the Work performed under this Agreement and/or Contractor Project Agreement and all Contract Addenda ("Claims") unless such Claims have been specifically determined by the trier of the fact to be the sole negligence of Pulte/Del Webb. Contractor's duty to indemnify and defend Pulte/Del Webb shall arise

1 at the time written notice of a Claim is first provided to Pulte/Del Webb regardless of
 2 whether claimant has filed suit on the Claim. Contractor's duty to indemnify and
 3 defend shall arise even if Pulte/Del Webb is the only party sued by claimant and/or
 4 claimant alleges that Pulte/Del Webb's negligence was the sole cause of claimant's
 5 damages. Contractor's indemnification and defense obligation shall include, but not be
 6 limited to, any Claim made against Pulte/Del Webb by: (1) a Contractor's employee or
 7 subcontractor who has been injured on property owned by Pulte/Del Webb; (2) a
 8 homeowner or association; and (3) a third party claiming patent, trademark or copyright
 9 infringement.

10 Contractor will defend any and all Claims which may be brought or threatened against
 11 Pulte/Del Webb and will pay on behalf of Pulte/Del Webb any expenses incurred by
 12 reason of such Claims including, but not limited to, court costs, expert costs and
 13 reasonable attorney fees incurred in defending or investigating such Claims. Such
 14 payments on behalf of Pulte/Del Webb shall be in addition to any and all other legal
 15 remedies available to Pulte/Del Webb and shall not be considered Pulte/Del Webb's
 16 exclusive remedy.

17 In the event Pulte is required to mediate or arbitrate a claim with a homeowner arising
 18 out of or relating to the Work performed under this Agreement and/or Contractor
 19 Project Agreement, Pulte/Del Webb may, in its sole discretion, require Contractor to
 20 participate in the mediation and/or arbitration in accordance with the Federal
 21 Arbitration Act. Contractor agrees to participate upon Pulte/Del Webb's request. The
 22 Construction Industry Arbitration Rules of the American Arbitration Association
 23 ("AAA") and the Supplementary Consumer/Residential Construction Industry
 24 Arbitration Rules of the AAA Rules shall apply. Any judgment rendered by the
 25 arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction
 26 and the Contractor shall be bound by that decision.

27 The provisions of this paragraph shall survive expiration or termination of this
 28 Agreement and/or Contractor Project Agreement and/or completion of the Work of
 Contractor and shall continue until such time it is determined by final judgment that the
 Claims against Pulte/Del Webb is fully and finally barred by the statute of limitations.
 Contractor's indemnification and defense obligations shall not be limited by the
 amounts or types of insurance that Contractor is required to carry under this Agreement
 and/or Contractor Project Agreement or that Contractor does in fact carry.

or in the alternative:

Contractor hereby agrees to save, indemnify, and keep harmless PULTE/DEL WEBB
 and its agents and employees against all liability, claims, judgments, suits, or demands
 for damages to persons or property arising out of, resulting from, or relating to
 Contractor's performance of the work under this Agreement ("Claims") unless such
 Claims have been specifically determined by the trier of fact to be the sole negligence
 of PULTE/DEL WEBB. Contractor's duty to indemnify PULTE/DEL WEBB shall
 arise at the time written notice of a Claim is first provided to Pulte/DEL WEBB

1 regardless of whether claimant has filed suit on the Claim. Contractor's duty to
 2 indemnify PULTE/DEL WEBB shall arise even if PULTE/DEL WEBB is the only
 3 party sued by claimant and/or claimant alleges that PULTE/DEL WEBB's negligence
 4 was the sole cause of claimant's damages. Contractor's indemnification obligation
 shall include, but not be limited to, any Claim made against PULTE/DEL WEBB by
 Contractor's employee or Contractor who has been injured on property owned by
 PULTE/DEL WEBB.

5 Contractor will defend any and all Claims which may be brought or threatened against
 6 PULTE/DEL WEBB and will pay on behalf of PULTE/DEL WEBB any expenses
 7 incurred by reason of such Claims including, but not limited to, court costs and
 8 reasonable attorney fees incurred in defending or investigating such Claims. Such
 9 payments on behalf of PULTE/DEL WEBB shall be in addition to any and all other
 legal remedies available to PULTE/DEL WEBB and shall not be considered
 PULTE/DEL WEBB's exclusive remedy.

10 and:

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

- 12 (i) statutory worker's compensation insurance and employer's liability
 13 insurance in the amount of the State of Nevada's statutory limits to
 cover all employees engaged in the Work;
- 14 (ii) commercial general liability insurance with minimum limits of
 15 \$1,000,000 combined single limit per occurrence, \$2,000,000
 general aggregate;
- 16 (iii) \$2,000,000 products/completed operations aggregate; and
- 17 (iv) automobile liability insurance for all owned, non-owned, and hired
 vehicles with a minimum limit of \$500,000 combined single limit
 per accident.

18 The commercial general liability insurance shall specifically include coverage for
 19 Contractor's obligations under any indemnification/hold harmless provisions in this
 20 Contract. Contractor may satisfy a portion of the employer's liability/occupational
 21 disease, commercial general liability, of automobile liability limits with following form
 22 excess of umbrella excess liability insurance. The commercial general liability
 23 subsidiaries, and affiliates, and their respective directors, officers, employees, and
 24 agents, (hereinafter sometimes collectively referred to as "Webb" in this Section only)
 as additional insureds, with respect to any claims, losses, expenses, or other costs
 arising out of this Contract, and shall also be endorsed as primary coverage with respect
 to any other insurance which may be carried by Webb. It is expressly agreed that any
 other insurance covering Webb is excess over and non-contributing with Contractor's
 commercial general liability insurance.

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

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

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

25 or in the alternative:

26 INSURANCE: Contractor represents that it does carry and will continue to
 27 carry, with insurance companies rated A- or better by A.M. Best Rating Company, the
 28 following insurance coverage continuously during the life of this Agreement and/or
 Contractor Project Agreement:

29 Commercial General Liability Insurance. Commercial General Liability Insurance on
 30 an occurrence form containing limits of at least \$1,000,000 per occurrence/ \$1,000,000
 31 general aggregate / \$1,000,000 product-completed operations, protecting against bodily
 32 injury, property damage and personal injury claims arising from the exposures of:

- 33 (1) Premises or on-going operations;
- 34 (2) Products-completed operations including materials designed, furnished and/or
 35 modified in any way by Contractor with a separate aggregate limit at least equal to the
 36 per occurrence limit. This coverage must be maintained through the statute of
 37 limitations in the state where work is being performed. Policies and/or endorsements
 38 cannot include any provisions that terminate products-completed operations coverage at

the end of a policy period or limit this coverage in any other way with respect to the additional insured;

(3) Independent Contractors;

(4) Contractual liability coverage; and

(5) Where applicable, property damage resulting from explosion, collapsed, or underground (x, c, u) exposures;

and containing the following provisions:

(a) This coverage must be primary; any of Pulte/Del Webb's insurance shall be considered excess for the purpose of responding to claims

(b) The policy may not contain exclusions for residential construction; attached product or, in California, SB800 liability.

(c) Owners and Contractors Protective Liability Policies (OCP) are unacceptable.

(d) Contractor shall add Pulte/Del Webb as an Additional Insured on the above general liability policy by having the insurance carrier issue an Additional Insured Endorsement(s) at least as broad as the ISO CG 2010 11/85 Additional Insured – Owners, Lessees or Contractors Form B endorsement.

- Such endorsement must provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the Additional Insured.
- This extension shall apply to the full extent of the actual limits of Contractor's coverages even if such actual limits exceed the minimum limits required by this Agreement and/or Contractor Project Agreement.
- Pulte/Del Webb's additional insured status under the policy must not be limited by amendatory language to the policy.
- Contractor must provide a copy of the endorsements

To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement and/or Contractor Project Agreement, the protection afforded Pulte/Del Webb in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this Agreement and/or Contractor Project Agreement. Each umbrella or excess liability policy shall specifically state that the insurance provided by the Contractor shall be considered primary.

Contractor must disclose all applicable policy deductibles and/or self-insured retentions (SIR) and agrees to be liability for all costs within the deductibles and/or SIR.

or in the alternative:

Contractor represents that it does carry and will continue to carry, with insurance companies acceptable to PULTE/DEL WEBB, the following insurance coverage continuously during the life of this Agreement (and in the case of products and completed operations coverage, for two years after the expiration of this Agreement):

1 Commercial General Liability Coverage – Commercial General Liability Insurance on
 2 an Occurrence Form containing a per occurrence limit of at least \$1,000,000 protecting
 3 against bodily injury, property damage and personal injury claims arising from the
 4 exposures of (1) premises-operations (with an aggregate limit at least equal to the per
 5 occurrence limit); (2) products and completed operations including materials designed,
 6 furnished and/or modified in any way by Contractor (with a separate aggregate limit at
 7 least equal to the per occurrence limit); (3) independent Contractors; (4) contractual
 8 liability risk covering the indemnity obligations set forth in this Agreement; and, (5)
 9 where applicable, property damage resulting from explosion, collapse, or underground
 10 (x, c, u) exposures.

11 ****

12 Contractor shall add PULTE/DEL WEBB as an Additional Insured on the above
 13 general liability policy by having the insurance carrier issue an ISO-2010 Endorsement,
 14 Owners, Lessees or Contractors – Form B, Edition date 11/85, or its equivalent. Such
 15 endorsement must include completed operations coverage for the benefit of the
 16 Additional Insured. This extension shall apply to the full extent of the actual limits of
 17 Contractor's coverage's [sic] even if such actual limits exceed the minimum limits
 18 required by this Agreement. PULTE/DEL WEBB's additional insured status under the
 19 policy(ies) must not be limited by amendatory language to the policy. To the extent
 20 umbrella or excess insurance is available above the minimum required limits stated in
 21 this Agreement, the protection afforded PULTE/DEL WEBB in the umbrella or excess
 22 liability insurance shall be as broad or broader than the coverage present in the
 23 underlying insurance and in accordance with this Agreement. Each general liability,
 24 umbrella or excess policy shall specifically state that the insurance provided by the
 25 Contractor shall be considered primary, and insurance of PULTE/DEL WEBB shall be
 26 considered excess for purposes of responding to Claims.

27 Contractor shall evidence that such insurance is in force by furnishing PULTE/DEL
 28 WEBB with a Certificate of Insurance, or if requested by PULTE/DEL WEBB,
 29 certified copies of the policies. The Certificate shall accompany and become a part of
 30 this Agreement. Each Certificate of Insurance shall (1) contain an unqualified
 31 statement that the policy shall not be subject to cancellation, non-renewal, adverse
 32 change, or reduction of amounts of coverage without thirty (30) days prior written
 33 notice to PULTE/DEL WEBB, but in the event of non-payment of premium ten (10)
 34 days notification will be provided; (2) show PULTE/DEL WEBB as Additional Insured
 35 by either referencing or attaching the required endorsement; (3) shall indicate that the
 36 Contractor's Coverage is primary and PULTE/DEL WEBB's insurance is in excess for
 37 any Claims; and (4) indicate that coverage applies in the state where operations are
 38 being performed.

39 57. Third-Party Plaintiff is informed and believes, and based thereon alleges, the
 40 defects and damages alleged by Plaintiff in its Complaint involve alleged defects and alleged
 41 damage to duplex homes, recreation centers, and common areas located at the Sun City

1 Anthem Community. Third-Party Plaintiff is informed and believes, and thereon alleges, that
2 any damages alleged by Plaintiff were caused by Third-Party Defendants and ROES 1-250, and
3 each of them, arising out of and connected with the performance of their obligations pursuant
4 to those written agreements herein referred to and entered into by the above-specified Third-
5 Party Defendants.

6 58. Third-Party Plaintiff has made a demand or by this Third-Party Complaint
7 demands that Third-party Defendants and ROES 1-250, defend, indemnify, release, and hold
8 harmless Third-Party Plaintiff for any liability, and the resulting sums to be paid, which is
9 assigned to the Third-Party Plaintiff due to judgment on, or settlement of, the allegations in
10 Plaintiff's Complaint.

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

14 60. Third-Party Plaintiff has necessarily retained Koeller, Nebeker, Carlson &
15 Haluck, LLP to defend against the Complaint filed by Plaintiff, thereby incurring costs and
16 attorneys' fees in the defense of this action and in the prosecution of its Third-Party Complaint.
17 Third-Party Plaintiff will seek leave of Court to amend its Third-Party Complaint to show the
18 amount of said cost of attorneys' fees when the same becomes known to the Third-Party
19 Plaintiff.

20 61. Third-Party Plaintiff is entitled to express indemnity from the above-specified
21 Third-Party Defendants, and each of them, pursuant to the terms of the written agreement
22 entered into between Third-Party Plaintiff and each of the specified Third-Party Defendants,
23 including costs and attorneys' fees according to proof at trial.

24 **THIRD CLAIM FOR RELIEF**

25 **Equitable Indemnity**

26 62. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through
27 61 of this Third-Party Complaint as though fully set forth herein.

63. Third-Party Plaintiff, by way of its Answer to Plaintiff's Complaint, has denied and continues to deny Plaintiff's allegations and has asserted by way of Answer the appropriate affirmative defenses.

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

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

FOURTH CLAIM FOR RELIEF

Breach of Express Warranty

66. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through 65 of this Third-Party Complaint as though fully set forth herein.

67. 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 Del Webb, (or such longer period as may be specified in Exhibit "B" attached hereto) any part of the materials or workmanship furnished by Contractor shall be responsible for the replacement, or repair of the non-conforming, or defective Work to Del Webb's satisfaction, including all costs incidental thereto,

without cost to Del Webb. 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. Del Webb 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 Del Webb 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.

Or in the alternative:

WARRANTY: If at any time during one (1) year after the date of completion and acceptance of the Work by Del Webb, (or such longer period as may be specified in Exhibit "B" attached hereto) any part of the materials or workmanship furnished by Contractor shall be responsible for the replacement, or repair of the non-conforming, or defective Work to Del Webb's satisfaction, including all costs incidental thereto, without cost to Del Webb. 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. Del Webb 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 Del Webb 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.

All trades will be required to have an individual dedicated for the completion for warranty service Work. Any service item occurring from a key inspection (customer walk through) will require a forty-eight (48) hour turn around. All other warranty service repairs are to be complete within five (5) working days from date of issuance of written request.

Unless specified, Contractor will be required to furnish Del Webb with the name, address, and telephone number of an employee that can be phoned at any time in case of emergency.

1 or in the alternative:

2 Contractor warrants and guarantees that all work, materials and labor furnished by
3 Contractor or its Subcontractors under this Agreement and/or Contractor Project
4 Agreement shall be in conformity with the terms of this Agreement and/or Contractor
5 Project Agreement and free from faults or defects. If the Work involves or relates to
6 the construction of a home, the warranty and guaranty of the work, materials and labor
7 furnished by Contractor or its Subcontractor shall be for a period measured by the later
8 of:

9 (i) (2) years from the date that Pulte/Del Webb conveys or transfers to any
10 party, including a home purchaser or homeowner's association, title to the real property
11 (including improvements) upon which the Work was performed; or

12 (ii) Any longer time that Pulte/Del Webb may be held responsible for such
13 Work, labor and materials pursuant to any express, implied or other warranty afforded
14 by law to purchasers of residential real property in the State of Nevada; or

15 (iii) The time period during which the State Contractors Board of Nevada has
16 jurisdiction over Pulte/Del Webb for the work, labor and materials furnished.

17 If the Work does not involve or relate to the construction of a home, the warranty and
18 guaranty of the work, materials and labor furnished by Contractor or its Subcontractor
19 shall be for a period of one (1) year after the governing agency accepts the subdivision
20 where the Work is being performed by Contractor and occupancy permits can be
21 issued.

22 The warranty applies to both patent and latent defects in workmanship and materials.

23 If the Work involves the construction of a home, Contractor acknowledges and agrees
24 that it is obligated to warrant and guarantee its work at a minimum for the duration of
25 the Pulte/Del Webb Home Protection Plan which is attached hereto as Exhibit "A" and
26 is incorporated herein by reference.

27 Contractor warrants that it shall promptly correct all such defective and non-
28 conforming Work at its expense within forty-eight hours after notice to do so, or within
eight hours after notice in the event of any Emergency. Pulte/Del Webb shall
determine whether an Emergency exists, which generally includes, but is not
necessarily limited to, those conditions involving the risk of harm to persons or
property or which make the real property not habitable comfortably. Repairs shall be
made in a diligent first-class manner with as little inconvenience as possible to
Pulte/Del Webb and any owner of the real property and shall be consistent with the
Warranty Performance Standards incorporated in Exhibit "A" hereto. Contractor shall
clean up thoroughly after repairs are completed. Repairs shall not be deemed to be
complete until the defect or nonconformity has been permanently corrected. Contractor
shall reimburse Pulte/Del Webb (or at Pulte/Del Webb's direction, the owner of the real
property) for any damages to the real property, for any damages to the personal

1 property located on the real property for any reasonable expenses incurred as a result of
 2 the inconvenience or loss of use and enjoyment of the real property which is caused by
 3 the defect, non-conformity or the repairs. Contractor shall indemnify, hold harmless
 4 and defend Pulte/Del Webb for, from and against all claims for damages or personal
 injury resulting from any such defect, non-conformity or repair. The obligations of
 Contractor under this subparagraph shall survive expiration or termination of this
 Agreement.

5 Contractor hereby assigns to Pulte/Del Webb any and all warranties, guaranties and
 6 other materials, whether written, oral, express, implied or statutory, which Contractor
 7 now has or hereafter receives from any Subcontractor or manufacturer supplying
 8 materials, labor, services, goods, appliances or equipment to Contractor in connection
 9 with Contractor's Work and the right to recovery from any and all such persons and
 10 entities for any breach by them of their respective warranties, guaranties, contracts or
 other obligations. All such written warranties, guaranties and materials shall be
 delivered to Pulte/Del Webb when the Work is completed or this Agreement and/or
 Contractor Project Agreement, whichever first occurs.

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

15 69. Third-Party Plaintiff relied upon such warranties and believed in good faith that
 16 the project and its structures would comply with the approved plans and specifications for the
 17 Sun City Anthem development and would be free from defective construction or workmanship.

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

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

25 72. Third-Party Plaintiff has undertaken defense of the matter in question and, if
 26 Plaintiff recovers judgment against Third-Party Plaintiff for failure to comply with the
 27 approved plans and specifications, or alleged defective construction or workmanship, or if
 28

1 Third-Party Plaintiff incurs any expense in the defense of said lawsuit, then Third-Party
 2 Plaintiff alleges that it is entitled to judgment over and against Third-Party Defendants, ROES
 3 1-250, and each of them, for all sums that Third-Party Plaintiff incurs by reason of said
 4 judgment, settlement and expense of litigation, including reasonable attorneys' fees and costs,
 5 as provided by the contract agreement.

6 **FIFTH CLAIM FOR RELIEF**

7 **Breach of Implied Warranty**

8 73. Third-Party Plaintiff repeats, re-alleges and incorporates paragraphs 1 through
 9 72 of this Third-Party Complaint as though fully set forth herein.

10 74. Third-Party Plaintiff is informed and believes, and based thereon alleges that
 11 Third-Party Defendants and ROES 1-250, impliedly warranted that the duplex homes,
 12 recreation centers, and common areas at the Sun City Anthem Community were designed and
 13 constructed in a reasonably workmanlike manner.

14 75. Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-
 15 Party Defendants and ROES 1-250, impliedly warranted that the duplex homes, recreation
 16 centers, and common areas at the Sun City Anthem community were of merchantable quality
 17 and safe and fit for their foreseeable or intended use.

18 76. Plaintiff has alleged in its Complaint that the Third-Party Plaintiff is somehow
 19 liable for the damage, if any, that they have alleged. Third-Party Plaintiff, by way of Answer
 20 to Plaintiff's Complaint, has denied and continues to deny Plaintiff's allegations and has
 21 asserted, by way of Answer, the appropriate affirmative defenses. If at the trial of this action it
 22 should be determined that Third-Party Plaintiff is in some manner responsible to Plaintiff, then
 23 Third-Party Plaintiff is informed and believes, and thereon alleges, that the proximate cause of
 24 Plaintiff's damage, if any, was a result of Third-Party Defendants' failure to construct the
 25 duplex homes, recreation centers, and common areas in a reasonably workmanlike manner as
 26 warranted by Third-Party Defendants, ROES 1-250, and each of them, and therefore Third-
 27 Party Defendants and ROES 1-250 have breached their implied warranty.

ISIC 5923

SEVENTH CLAIM FOR RELIEF

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

83. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 82 of this Third-Party Complaint as though fully set forth herein.

84. 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.

85. Third-Party Plaintiff contends that if it suffers judgment in the action brought by Plaintiff or if it pay 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.

86. 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 Del Webb as Additional Insured
Against ROES 51-150**

87. Third-Party Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 86 of this Third-Party Complaint as though fully set forth herein.

88. 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 contend it is an additional insured under the policies of insurance provided by

1 Third-Party Defendant Insurers to various Third-Party Defendants under the terms of the
 2 Third-Party Defendants liability policies of insurance provided by Third-Party Defendant
 3 Insurers.

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

9 **NINTH CLAIM FOR RELIEF**

10 **Contribution**
Against All Third-Party Defendants, ROES 1-250

11 90. Third-Party Plaintiff repeats, re-alleges, and incorporate paragraphs 1 through
 12 89 of this Third-Party Complaint as though fully set forth herein.

13 91. Third-Party Plaintiff contends that it is not responsible legally or otherwise for
 14 the damage created from the Constructional Defects alleged by Plaintiff in this litigation.
 15 Despite this, Third-Party Plaintiff has incurred expenses investigating and repairing, among
 16 other expenses, homes that have been damaged by Third-Party Defendants.

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

21 93. By reason of the foregoing, if Plaintiff should recover judgment against Third-
 22 Party Plaintiff and/or if Third-Party Plaintiff should enter into a settlement or compromise with
 23 Plaintiff, then Third-Party Plaintiff will be entitled to contribution over and against Third-Party
 24 Defendants, ROES 1-250, and each of them, for all costs, expenses, and attorneys' fees that
 25 Third-Party Plaintiff incurs in the preparation and presentation of its defense of the principal
 26 action, and in the preparation, presentation and prosecution of this Third-Party Complaint,
 27
 28

1 respectively.

2 94. Third-Party Plaintiff has necessarily engaged the law firm Koeller, Nebeker,
3 Carlson & Haluck, LLP to represent it in the defense of the Plaintiff's Complaint, and in its
4 Third-Party Complaint, and has incurred legal fees, courts costs, and investigation costs, and
5 will in the future incur further fees and costs by reason of Plaintiff's Complaint referenced
6 herein.

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

- 9 1. A determination that each Third-Party Defendant and ROES 1-250, and each of
10 them, contributed in some percentage to the loss, damage and detriment alleged
11 by Plaintiff and for a declaration of percentages by which the conduct of Third-
12 Party Defendants and ROES 1-250 and each of them, contributed to the loss,
13 damage and detriment, if any, of the Plaintiff;
- 14 2. That if Plaintiff should recover sum or judgment against Third-Party Plaintiff,
15 that the Third-Party Plaintiff should have judgment against Third-Party
16 Defendants and ROES 1-250;
- 17 3. That Third-Party Plaintiff is entitled to a defense from Third-Party Defendants
18 and ROES 1-250;
- 19 4. For general and special damages in an amount to be proven at trial;
- 20 5. For indemnity of all damages and/or economic losses that Plaintiff recovers
21 against Third-Party Plaintiff by way of judgment, order, settlement,
22 compromise, or trial;
- 23 6. For reasonable attorneys' fees, expert fees and costs;
- 24 7. For prejudgment and post-judgment interest;
- 25 8. For contribution pursuant to NRS 17.225; and

26 ///

27 ///

28

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

3 **DATED** this 18th day of March, 2010.

4 KOELLER, NEBEKER, CARLSON
5 & HALUCK, LLP

6
7 By: 

8 JASON W. WILLIAMS, ESQ.

9 Nevada Bar No. 8310

10 300 South Fourth Street, Suite 500

11 Las Vegas, NV 89101

12 Phone: (702) 853-5500

13 Fax: (702) 853-5599

14 Attorneys for Defendant/Third-Party
15 Plaintiff,

16 DEL WEBB COMMUNITIES, INC.
17
18
19
20
21
22
23
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27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of March, 2010, I served a true and correct copy of the foregoing **DEL WEBB COMMUNITIES, INC.'S THIRD-PARTY COMPLAINT** by depositing a copy in the United States Mail at Las Vegas, Nevada postage fully prepaid, addressed to the following individual(s):

Roger J. Grant, Esq.
Charles M. Litt, Esq.
Bruce Mayfield, Esq.
FEINBERG GRANT MAYFIELD KANEDA & LITT, LLP
1955 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Plaintiff

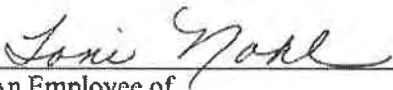

An Employee of
KOELLER, NEBEKER, CARLSON & HALUCK, LL

EXHIBIT 68

April 27, 2010 letter from Zurich to Ironshore and others (ISIC 2984-2986)



April 27, 2010

ZURICH
Construction Defect claims 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

Ironshore Specialty Insurance Company
MIDLANDS CLAIM ADMINISTRATORS, Inc.
P.O. Box 23198
Oklahoma City, Ok 73123

Chartis/Lexington Insurance Co. Limited (AIG)
Attn: Anthony Romano
P.O. Box 3780
Alpharetta, GA 30023

Dallas National Insurance Company
14160 Dallas Parkway, Suite 500
Dallas, TX 75254

RECEIVED
APR 30 2010
MCA

RE: Sun City Anthem Community v. Del Webb et al.

Insured: Stewart & Sundell Concrete
Claim Number: 926-0062570
Project: Sun City Anthem Community, Las Vegas, NV
Developer: Del Webb
Policies: EPA 18429622 [3/1/93-3/1/95]
EPA 24788847 [3/1/95-3/1/96]
EPA 28258722 [3/1/96-3/1/97]
EPA 30907464 [3/1/97-3/1/98]
EPA 32604960 [3/1/98-3/1/99]
CON 32604960 [3/1/99-3/1/02]

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

Dallas National: NZGL078078 [3/1/07-6/1/07]

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

Dear Claims Professionals:

This matter was originally tendered to your company on November 25, 2009. To date, we have not received an acceptance of that tender. At this juncture, we do not know Lexington, Iron Shore and Dallas National's position with regard to this matter.

ISIC 2984

AA003331

April 27, 2010

Page 2

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

As previously reported this NRS 40.645 claim involves an alleged **construction defects** within the Sun City Anthem development, located in Henderson, Nevada. Del Webb was the developer for the project and Jayne Corporation (hereinafter "Jaynes") served as the general contractor. Stewart and Sundell Concrete entered in multiple subcontract agreement with Del Webb-Sun City Anthem complete the work at the Sun City development. **Job docs show that Stewart and Sundell Concrete worked on the development between 6/29/00 to 3/12/01 for completion of curb, gutter, cut off wall, 4' valley gutter at block wall and rock wall.**

Stewart and Sundell also entered in a subcontract agreement with Jaynes on January 10, 2003 in which they agreed to install concrete curbs, gutters and sidewalks in **phases I and II of the project.**

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


Cisneros, Clayson and Marias
Ken Marias, Esq.
1140 North Town Center Drive, Suite 200
Las Vegas, Nevada 89144
(702) 233-9660

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.

We look forward to your immediate response. If you have any questions, please do not hesitate to contact the undersigned at (702)408-3837.

Sincerely,

Northern Insurance Company of New York


Liza Del Rosario
Claims Manager III- Construction Defect Claims Services
(702) 408-3837
email: elizabeth.delrosario@zurichna.com

ISIC 2985

AA003332

April 27, 2010
Page 3

cc: Kevin Helm, Esq.
Helm & Associates
2810 West Charleston Blvd, Suite No: G-67
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Cisneros, Clayson and Marias
Ken Marias, Esq.
1140 North Town Center Drive, Suite 200
Las Vegas, Nevada 89144

ISIC 2986

AA003333

EXHIBIT 69

Sun City Anthem - Lot Listing - Duplexes (ISIC 2987-2991)

RECEIVED

APR 30 2010

Sun City Anthem - Lot Listing - Duplexes

MCA

| No. | Subdivision Name | Subd. | Lot | Lot Address | COE Date | Buyer First Name | Buyer Last Name | Mode | Model | Elev | NTP Date | Release |
|-----|------------------|-------|-----|------------------------|----------|------------------|--------------------|-------|-------|------|-----------|---------|
| 1 | SCA Unit 3 | A3 | 30 | 1452 Fieldbrook Street | 12/29/98 | Ronald | Guengerich | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 2 | SCA Unit 3 | A3 | 41 | 1506 Fieldbrook Street | 01/08/99 | Norma | Greenwood Erickson | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 3 | SCA Unit 3 | A3 | 29 | 1458 Fieldbrook Street | 01/12/99 | Harold | Moore | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 4 | SCA Unit 3 | A3 | 21 | 1426 Fieldbrook Street | 01/19/99 | Irene | Schwartz | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 5 | SCA Unit 3 | A3 | 31 | 1466 Fieldbrook Street | 01/21/99 | Susan Pate | Ulrich | DUPLX | 15122 | A | 8/28/1998 | SCA002 |
| 6 | SCA Unit 3 | A3 | 32 | 1470 Fieldbrook Street | 01/28/99 | James | Hix | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 7 | SCA Unit 3 | A3 | 27 | 1450 Fieldbrook Street | 01/29/99 | Philip | McKenney | DUPLX | 15122 | A | 8/28/1998 | SCA002 |
| 8 | SCA Unit 3 | A3 | 40 | 1502 Fieldbrook Street | 03/18/99 | William | Proverbs | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 9 | SCA Unit 3 | A3 | 23 | 1434 Fieldbrook Street | 03/19/99 | Arlene | Eldredge | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 10 | SCA Unit 3 | A3 | 38 | 1494 Fieldbrook Street | 03/19/99 | Roy | Scott | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 11 | SCA Unit 3 | A3 | 22 | 1430 Fieldbrook Street | 03/22/99 | Gloria | Gross | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 12 | SCA Unit 3 | A3 | 33 | 1474 Fieldbrook Street | 03/29/99 | Violet | Lee | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 13 | SCA Unit 3 | A3 | 37 | 1490 Fieldbrook Street | 03/30/99 | Richard | Hurley | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 14 | SCA Unit 3 | A3 | 45 | 1522 Fieldbrook Street | 03/30/99 | Frank | Bamford | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 15 | SCA Unit 3 | A3 | 48 | 1534 Fieldbrook Street | 03/30/99 | John | Thompson | DUPLX | 15122 | A | 8/28/1998 | SCA002 |
| 16 | SCA Unit 3 | A3 | 24 | 1438 Fieldbrook Street | 03/31/99 | George | Patrick | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 17 | SCA Unit 3 | A3 | 25 | 1442 Fieldbrook Street | 03/31/99 | Mervyn | Willard | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 18 | SCA Unit 3 | A3 | 28 | 1454 Fieldbrook Street | 03/31/99 | Alan | Hamman | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 19 | SCA Unit 3 | A3 | 39 | 1498 Fieldbrook Street | 03/31/99 | John | Falstad | DUPLX | 15122 | A | 8/28/1998 | SCA002 |
| 20 | SCA Unit 3 | A3 | 35 | 1482 Fieldbrook Street | 04/02/99 | Sara | Singleton | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 21 | SCA Unit 3 | A3 | 26 | 1446 Fieldbrook Street | 04/30/99 | Roberta | Zell | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 22 | SCA Unit 3 | A3 | 34 | 1478 Fieldbrook Street | 05/17/99 | Andrew | Jensen | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 23 | SCA Unit 2 | A2 | 236 | 2608 Peoria Avenue | 05/27/99 | Katherine | Cook | DUPLX | 15121 | B | 1/22/1999 | SCA011 |
| 24 | SCA Unit 2 | A2 | 238 | 2600 Peoria Avenue | 06/02/99 | James Afra | Hayes | DUPLX | 15122 | A | 1/22/1999 | SCA011 |
| 25 | SCA Unit 3 | A3 | 46 | 1526 Fieldbrook Street | 06/14/99 | Gordon | Roberts | DUPLX | 15122 | B | 8/28/1998 | SCA002 |
| 26 | SCA Unit 2 | A2 | 235 | 2612 Peoria Avenue | 06/18/99 | Mary | Roden | DUPLX | 15122 | B | 1/22/1999 | SCA011 |
| 27 | SCA Unit 3 | A3 | 43 | 1514 Fieldbrook Street | 06/22/99 | Audrey | Shaffer | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 28 | SCA Unit 2 | A2 | 227 | 2644 Peoria Avenue | 06/29/99 | Eleanor | Lapin | DUPLX | 15122 | B | 1/22/1999 | SCA011 |
| 29 | SCA Unit 2 | A2 | 228 | 2640 Peoria Avenue | 06/29/99 | Fred | Obey | DUPLX | 15122 | B | 1/22/1999 | SCA011 |
| 30 | SCA Unit 3 | A3 | 42 | 1510 Fieldbrook Street | 06/29/99 | David | Smith | DUPLX | 15121 | B | 8/28/1998 | SCA002 |
| 31 | SCA Unit 2 | A2 | 231 | 2628 Peoria Avenue | 06/30/99 | Warren | Lundberg | DUPLX | 15122 | B | 1/22/1999 | SCA011 |
| 32 | SCA Unit 2 | A2 | 237 | 2604 Peoria Avenue | 06/30/99 | Joseph | Sommers | DUPLX | 15122 | A | 1/22/1999 | SCA011 |
| 33 | SCA Unit 3 | A3 | 44 | 1518 Fieldbrook Street | 06/30/99 | Michael | Mavigliano | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 34 | SCA Unit 2 | A2 | 229 | 2636 Peoria Avenue | 07/21/99 | Edward | Lobus | DUPLX | 15121 | A | 1/22/1999 | SCA011 |

ISIC 2987

Sun City Anthem - Lot Listing - Duplexes

| No. | Subdivision Name | Subd. | Lot | Lot Address | COE Date | Buyer First Name | Buyer Last Name | Mode | Model | Elev | NTP Date | Release |
|-----|------------------|-------|-----|------------------------|----------|------------------|-----------------|-------|-------|------|------------|---------|
| 35 | SCA Unit 3 | A3 | 36 | 1486 Fieldbrook Street | 07/23/99 | Bernard | Weisberg | DUPLX | 15121 | A | 8/28/1998 | SCA002 |
| 35 | SCA Unit 2 | A2 | 232 | 2624 Peoria Avenue | 07/30/99 | Christopher | Gikas | DUPLX | 15121 | B | 1/22/1999 | SCA011 |
| 37 | SCA Unit 2 | A2 | 233 | 2620 Peoria Avenue | 07/30/99 | Mary Belle | Goldman | DUPLX | 15122 | A | 1/22/1999 | SCA011 |
| 38 | SCA Unit 2 | A2 | 234 | 2616 Peoria Avenue | 08/09/99 | David | Stanley | DUPLX | 15122 | A | 1/22/1999 | SCA011 |
| 39 | SCA Unit 2 | A2 | 230 | 2632 Peoria Avenue | 09/28/99 | Ralph | Long | DUPLX | 15121 | A | 1/22/1999 | SCA011 |
| 40 | SCA Unit 6 | A6 | 24 | 2678 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | A | 10/15/1998 | SCA005 |
| 41 | SCA Unit 6 | A6 | 25 | 2682 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 42 | SCA Unit 6 | A6 | 26 | 2686 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | B | 10/15/1998 | SCA005 |
| 43 | SCA Unit 6 | A6 | 27 | 2690 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | B | 10/15/1998 | SCA005 |
| 44 | SCA Unit 6 | A6 | 28 | 2694 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | A | 10/15/1998 | SCA005 |
| 45 | SCA Unit 6 | A6 | 29 | 2698 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 46 | SCA Unit 6 | A6 | 30 | 2702 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | B | 10/15/1998 | SCA005 |
| 47 | SCA Unit 6 | A6 | 31 | 2706 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | B | 10/15/1998 | SCA005 |
| 48 | SCA Unit 6 | A6 | 32 | 2710 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 49 | SCA Unit 6 | A6 | 33 | 2714 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 50 | SCA Unit 6 | A6 | 34 | 2718 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | B | 10/15/1998 | SCA005 |
| 51 | SCA Unit 6 | A6 | 35 | 2722 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | B | 10/15/1998 | SCA005 |
| 52 | SCA Unit 6 | A6 | 36 | 2726 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | A | 10/15/1998 | SCA005 |
| 53 | SCA Unit 6 | A6 | 37 | 2730 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 54 | SCA Unit 6 | A6 | 38 | 2734 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15121 | B | 10/15/1998 | SCA005 |
| 55 | SCA Unit 6 | A6 | 39 | 2738 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | B | 10/15/1998 | SCA005 |
| 56 | SCA Unit 6 | A6 | 40 | 2742 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 57 | SCA Unit 6 | A6 | 41 | 2746 Grand Forks Road | 09/30/99 | Michael | Mushkin | DUPLX | 15122 | A | 10/15/1998 | SCA005 |
| 58 | SCA Unit 3 | A3 | 47 | 1530 Fieldbrook Street | 11/05/99 | William | Brown | DUPLX | 15122 | A | 8/28/1998 | SCA002 |
| 59 | SCA Unit 2 | A2 | 224 | 2641 Harrisburg Avenue | 12/08/99 | John | Andreoni | DUPLX | 15121 | B | 7/29/1999 | SCA021 |
| 60 | SCA Unit 2 | A2 | 226 | 2653 Harrisburg Avenue | 12/08/99 | Patricia | Hudson | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 61 | SCA Unit 2 | A2 | 212 | 2608 Harrisburg Avenue | 12/14/99 | Charles | Heinzelman | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 62 | SCA Unit 2 | A2 | 215 | 2601 Harrisburg Avenue | 12/15/99 | William | Glasz | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 63 | SCA Unit 2 | A2 | 216 | 2605 Harrisburg Avenue | 12/15/99 | Bill | Glasz | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 64 | SCA Unit 2 | A2 | 214 | 2600 Harrisburg Avenue | 12/16/99 | Albert | DeVillier | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 65 | SCA Unit 2 | A2 | 211 | 2612 Harrisburg Avenue | 12/17/99 | Tom | Kolstad | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 66 | SCA Unit 2 | A2 | 213 | 2604 Harrisburg Avenue | 12/17/99 | Annette | Rafindadi | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 67 | SCA Unit 2 | A2 | 209 | 2620 Harrisburg Avenue | 12/20/99 | Courtney | Hausman | DUPLX | 15121 | B | 7/29/1999 | SCA021 |
| 68 | SCA Unit 2 | A2 | 210 | 2616 Harrisburg Avenue | 12/21/99 | Wen Li | Hung | DUPLX | 15121 | B | 7/29/1999 | SCA021 |

Sun City Anthem - Lot Listing - Duplexes

| No. | Subdivision Name | Subd. | Lot | Lot Address | COE Date | Buyer First Name | Buyer Last Name | Mode | Model | Elev | NTP Date | Release |
|-----|------------------|-------|-----|------------------------|----------|------------------|-----------------|-------|-------|------|-----------|---------|
| 69 | SCA Unit 2 | A2 | 207 | 2628 Harrisburg Avenue | 12/22/99 | Norman | Stumacher | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 70 | SCA Unit 2 | A2 | 208 | 2624 Harrisburg Avenue | 12/22/99 | Arthur | Rugh | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 71 | SCA Unit 3 | A3 | 79 | 2541 Springville Way | 12/22/99 | Helen | Goebel | DUPLX | 15122 | A | 8/25/1999 | SCA022 |
| 72 | SCA Unit 2 | A2 | 205 | 2636 Harrisburg Avenue | 12/23/99 | Arthur | Poore | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 73 | SCA Unit 2 | A2 | 221 | 2629 Harrisburg Avenue | 12/23/99 | John | LaBarbara | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 74 | SCA Unit 3 | A3 | 72 | 2513 Springville Way | 12/27/99 | Eileen | McCarthy | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 75 | SCA Unit 3 | A3 | 73 | 2517 Springville Way | 12/28/99 | John | Thomas | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 76 | SCA Unit 3 | A3 | 75 | 2525 Springville Way | 12/28/99 | Bernard | Lester | DUPLX | 15121 | A | 8/25/1999 | SCA022 |
| 77 | SCA Unit 3 | A3 | 76 | 2529 Springville Way | 12/28/99 | Verna | Preston | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 78 | SCA Unit 2 | A2 | 218 | 2613 Harrisburg Avenue | 12/29/99 | Robert | Bohannon | DUPLX | 15121 | B | 7/29/1999 | SCA021 |
| 79 | SCA Unit 3 | A3 | 68 | 2497 Springville Way | 12/29/99 | Shirley | Karhi | DUPLX | 15121 | B | 8/25/1999 | SCA022 |
| 80 | SCA Unit 3 | A3 | 71 | 2509 Springville Way | 12/29/99 | Wayne | Miller | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 81 | SCA Unit 3 | A3 | 74 | 2521 Springville Way | 12/29/99 | James | Frantz | DUPLX | 15121 | A | 8/25/1999 | SCA022 |
| 82 | SCA Unit 3 | A3 | 77 | 2533 Springville Way | 12/29/99 | Ann | Davis | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 83 | SCA Unit 1 | A1 | 19 | 1880 Hovenweep Street | 12/30/99 | Michael | Mushkin | DUPLX | 15121 | B | 6/2/1998 | 98AMD1 |
| 84 | SCA Unit 2 | A2 | 202 | 2648 Harrisburg Avenue | 12/30/99 | Laurence | Cosenza | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 85 | SCA Unit 3 | A3 | 70 | 2505 Springville Way | 12/30/99 | Theresa | Hoffmann | DUPLX | 15122 | B | 8/25/1999 | SCA022 |
| 86 | SCA Unit 3 | A3 | 78 | 2537 Springville Way | 12/30/99 | Douglas | Squire | DUPLX | 15122 | A | 8/25/1999 | SCA022 |
| 87 | SCA Unit 3 | A3 | 80 | 2545 Springville Way | 01/27/00 | Sidney | Rudolph | DUPLX | 15122 | A | 8/25/1999 | SCA022 |
| 88 | SCA Unit 2 | A2 | 225 | 2649 Harrisburg Avenue | 01/31/00 | James | Bass | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 89 | SCA Unit 2 | A2 | 217 | 2609 Harrisburg Avenue | 02/02/00 | Sandra | Jacobson | DUPLX | 15121 | B | 7/29/1999 | SCA021 |
| 90 | SCA Unit 2 | A2 | 206 | 2632 Harrisburg Avenue | 02/15/00 | David | Leavitt | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 91 | SCA Unit 2 | A2 | 219 | 2617 Harrisburg Avenue | 02/17/00 | David | Vandevort | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 92 | SCA Unit 2 | A2 | 222 | 2633 Harrisburg Avenue | 02/25/00 | Tila | Gomes | DUPLX | 15122 | A | 7/29/1999 | SCA021 |
| 93 | SCA Unit 2 | A2 | 201 | 2652 Harrisburg Avenue | 02/29/00 | Carolee | Buehler | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 94 | SCA Unit 2 | A2 | 220 | 2621 Harrisburg Avenue | 03/03/00 | Nancy | Hollinger | DUPLX | 15122 | B | 7/29/1999 | SCA021 |
| 95 | SCA Unit 2 | A2 | 223 | 2637 Harrisburg Avenue | 03/07/00 | Anna | Scott | DUPLX | 15121 | B | 7/29/1999 | SCA021 |
| 96 | SCA Unit 3 | A3 | 83 | 2557 Springville Way | 03/20/00 | Henry | Farrell | DUPLX | 15121 | A | 8/25/1999 | SCA022 |
| 97 | SCA Unit 3 | A3 | 81 | 2549 Springville Way | 03/21/00 | Bernard | Shubert | DUPLX | 15122 | A | 8/25/1999 | SCA022 |
| 98 | SCA Unit 3 | A3 | 69 | 2501 Springville Way | 03/31/00 | James | Romanchik | DUPLX | 15121 | B | 8/25/1999 | SCA022 |
| 99 | SCA Unit 2 | A2 | 203 | 2644 Harrisburg Avenue | 04/19/00 | Thomas | Hunt | DUPLX | 15121 | A | 7/29/1999 | SCA021 |
| 100 | SCA Unit 2 | A2 | 204 | 2640 Harrisburg Avenue | 04/19/00 | Dean | LeGere | DUPLX | 15121 | A | 7/29/1999 | SCA021 |
| 101 | SCA Unit 3 | A3 | 84 | 2561 Springville Way | 05/25/00 | Barbara | McNutt | DUPLX | 15122 | A | 1/26/2000 | SCA033 |
| 102 | SCA Unit 3 | A3 | 89 | 2581 Springville Way | 05/25/00 | Robert | MacIeko | DUPLX | 15121 | A | 1/26/2000 | SCA033 |

Sun City Anthem - Lot Listing - Duplexes

| No. | Subdivision Name | Subd. | Lot | Lot Address | COE Date | Buyer First Name | Buyer Last Name | Mode | Model | Elev | NTP Date | Release |
|-----|------------------|-------|-----|---------------------------|----------|------------------|-----------------|-------|-------|------|-----------|---------|
| 103 | SCA Unit 2 | A2 | 198 | 2645 Langford Avenue | 05/30/00 | Leona | Wilkinson | DUPLX | 15122 | A | 2/14/2000 | SCA035 |
| 104 | SCA Unit 3 | A3 | 86 | 2569 Springville Way | 05/30/00 | David | Harris | DUPLX | 15121 | B | 1/26/2000 | SCA033 |
| 105 | SCA Unit 3 | A3 | 88 | 2577 Springville Way | 05/30/00 | Marcia | Savage | DUPLX | 15122 | A | 1/26/2000 | SCA033 |
| 106 | SCA Unit 3 | A3 | 90 | 2585 Springville Way | 05/30/00 | Eric | Dobberstein | DUPLX | 15121 | B | 1/26/2000 | SCA033 |
| 107 | SCA Unit 3 | A3 | 82 | 2553 Springville Way | 05/31/00 | Anthony | Baldassano | DUPLX | 15121 | A | 8/25/1999 | SCA022 |
| 108 | SCA Unit 3 | A3 | 87 | 2573 Springville Way | 05/31/00 | Raoul | Lise | DUPLX | 15122 | B | 1/26/2000 | SCA033 |
| 109 | SCA Unit 3 | A3 | 91 | 2589 Springville Way | 05/31/00 | Carol | Johnson | DUPLX | 15122 | B | 1/26/2000 | SCA033 |
| 110 | SCA Unit 3 | A3 | 85 | 2565 Springville Way | 06/07/00 | James | Nichols | DUPLX | 15121 | A | 1/26/2000 | SCA033 |
| 111 | SCA Unit 2 | A2 | 187 | 2601 Langford Avenue | 06/14/00 | Robert | Levesque | DUPLX | 15122 | A | 2/14/2000 | SCA035 |
| 112 | SCA Unit 2 | A2 | 188 | 2605 Langford Avenue | 06/14/00 | Ernest | Urata | DUPLX | 15122 | A | 2/14/2000 | SCA035 |
| 113 | SCA Unit 2 | A2 | 189 | 2609 Langford Avenue | 06/15/00 | Donald | Semler | DUPLX | 15122 | B | 2/14/2000 | SCA035 |
| 114 | SCA Unit 2 | A2 | 190 | 2613 Langford Avenue | 06/16/00 | William | Paulk | DUPLX | 15122 | B | 2/14/2000 | SCA035 |
| 115 | SCA Unit 2 | A2 | 192 | 2621 Langford Avenue | 06/16/00 | Juanita | Burwell | DUPLX | 15121 | A | 2/14/2000 | SCA035 |
| 116 | SCA Unit 2 | A2 | 193 | 2625 Langford Avenue | 06/19/00 | Louis | Goodrich | DUPLX | 15121 | A | 2/14/2000 | SCA035 |
| 117 | SCA Unit 2 | A2 | 197 | 2641 Langford Avenue | 06/19/00 | Donald | Arritt | DUPLX | 15122 | A | 2/14/2000 | SCA035 |
| 118 | SCA Unit 2 | A2 | 199 | 2649 Langford Avenue | 06/19/00 | James | Fiala | DUPLX | 15122 | B | 2/14/2000 | SCA035 |
| 119 | SCA Unit 2 | A2 | 191 | 2617 Langford Avenue | 06/20/00 | Martha | Cubrilovic | DUPLX | 15121 | A | 2/14/2000 | SCA035 |
| 120 | SCA Unit 2 | A2 | 200 | 2653 Langford Avenue | 06/20/00 | John | DeSandre | DUPLX | 15122 | B | 2/14/2000 | SCA035 |
| 121 | SCA Unit 2 | A2 | 194 | 2629 Langford Avenue | 06/23/00 | Jolene | Sattler | DUPLX | 15122 | A | 2/14/2000 | SCA035 |
| 122 | SCA Unit 2 | A2 | 195 | 2633 Langford Avenue | 06/26/00 | Dixie Lee | Neri | DUPLX | 15121 | B | 2/14/2000 | SCA035 |
| 123 | SCA Unit 2 | A2 | 196 | 2637 Langford Avenue | 06/27/00 | Carolyn | Goddard | DUPLX | 15122 | B | 2/14/2000 | SCA035 |
| 124 | SCA Unit 3 | A3 | 95 | 1565 Bonner Springs Drive | 06/28/00 | Richard | Murphy | DUPLX | 15122 | A | 3/17/2000 | SCA038 |
| 125 | SCA Unit 3 | A3 | 92 | 1577 Bonner Springs Drive | 06/29/00 | Samuel | Ross, Jr. PHD. | DUPLX | 15122 | A | 3/17/2000 | SCA038 |
| 126 | SCA Unit 3 | A3 | 94 | 1569 Bonner Springs Drive | 06/30/00 | Alice | Hartig | DUPLX | 15121 | A | 3/17/2000 | SCA038 |
| 127 | SCA Unit 3 | A3 | 97 | 1557 Bonner Springs Drive | 06/30/00 | Stephen | Ginoulias | DUPLX | 15121 | B | 3/17/2000 | SCA038 |
| 128 | SCA Unit 3 | A3 | 93 | 1573 Bonner Springs Drive | 07/14/00 | Stanley | Mattes | DUPLX | 15121 | A | 3/17/2000 | SCA038 |
| 129 | SCA Unit 4 | A4 | 440 | 1826 Atlanta Street | 08/21/00 | Sidney | Ward | DUPLX | 15121 | A | 4/25/2000 | SCA041 |
| 130 | SCA Unit 4 | A4 | 424 | 1814 Tarrant City Street | 08/22/00 | Basilo | Lim | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 131 | SCA Unit 4 | A4 | 435 | 1846 Atlanta Street | 08/23/00 | Richard | Main | DUPLX | 15121 | A | 4/25/2000 | SCA041 |
| 132 | SCA Unit 4 | A4 | 441 | 1822 Atlanta Street | 08/23/00 | Mary | Porter | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 133 | SCA Unit 4 | A4 | 417 | 1842 Tarrant City Street | 08/24/00 | William | Dolmat | DUPLX | 15121 | B | 4/25/2000 | SCA041 |
| 134 | SCA Unit 4 | A4 | 418 | 1838 Tarrant City Street | 08/24/00 | Evangelos | Rossopoulos | DUPLX | 15122 | B | 4/25/2000 | SCA041 |
| 135 | SCA Unit 4 | A4 | 420 | 1830 Tarrant City Street | 08/25/00 | George | Yao | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 136 | SCA Unit 4 | A4 | 421 | 1826 Tarrant City Street | 08/25/00 | Peter | Lee | DUPLX | 15122 | A | 4/25/2000 | SCA041 |

Sun City Anthem - Lot Listing - Duplexes

| No. | Subdivision Name | Subd. | Lot | Lot Address | COE Date | Buyer First Name | Buyer Last Name | Mode | Model | Elev | NTP Date | Release |
|-----|------------------|-------|-----|---------------------------|----------|------------------|-----------------|-------|-------|------|-----------|---------|
| 137 | SCA Unit 4 | A4 | 422 | 1822 Tarrant City Street | 08/25/00 | Rodolfo | Uy Ham | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 138 | SCA Unit 4 | A4 | 423 | 1818 Tarrant City Street | 08/25/00 | Dionisio | Libi | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 139 | SCA Unit 4 | A4 | 434 | 1850 Atlanta Street | 08/29/00 | Paul | Gillis | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 140 | SCA Unit 4 | A4 | 425 | 1810 Tarrant City Street | 08/30/00 | James | Glassmaker | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 141 | SCA Unit 4 | A4 | 426 | 1806 Tarrant City Street | 08/31/00 | Edward | Morken | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 142 | SCA Unit 4 | A4 | 416 | 1846 Tarrant City Street | 09/15/00 | Margaret | Matherly | DUPLX | 15121 | B | 4/25/2000 | SCA041 |
| 143 | SCA Unit 4 | A4 | 419 | 1834 Tarrant City Street | 09/18/00 | Kenneth | Miller | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 144 | SCA Unit 4 | A4 | 439 | 1830 Atlanta Street | 09/20/00 | Barbara | Butler | DUPLX | 15121 | B | 4/25/2000 | SCA041 |
| 145 | SCA Unit 4 | A4 | 415 | 1850 Tarrant City Street | 09/29/00 | Robert | Cecka | DUPLX | 15121 | B | 4/25/2000 | SCA041 |
| 146 | SCA Unit 4 | A4 | 437 | 1838 Atlanta Street | 10/23/00 | Gilbert | Mars | DUPLX | 15122 | A | 4/25/2000 | SCA041 |
| 147 | SCA Unit 3 | A3 | 96 | 1561 Bonner Springs Drive | 10/31/00 | Violetta | Roldan | DUPLX | 15122 | B | 3/17/2000 | SCA038 |
| 148 | SCA Unit 4 | A4 | 438 | 1834 Atlanta Street | 11/30/00 | Arnold | Meltzer | DUPLX | 15122 | B | 4/25/2000 | SCA041 |
| 149 | SCA Unit 4 | A4 | 436 | 1842 Atlanta Street | 12/20/00 | Douglas | Cornett | DUPLX | 15121 | A | 4/25/2000 | SCA041 |
| 150 | SCA Unit 6 | A6 | 10 | 1948 Point Pleasant Drive | 12/26/00 | Samuel | Ollins | DUPLX | 15121 | A | 1/7/2000 | SCA031 |
| 151 | SCA Unit 6 | A6 | 11 | 1944 Point Pleasant Drive | 12/26/00 | Samuel | Ollins | DUPLX | 15122 | A | 1/7/2000 | SCA031 |
| 152 | SCA Unit 6 | A6 | 12 | 1940 Point Pleasant Drive | 12/26/00 | Samuel | Ollins | DUPLX | 15121 | A | 1/7/2000 | SCA031 |
| 153 | SCA Unit 6 | A6 | 13 | 1936 Point Pleasant Drive | 12/26/00 | Samuel | Ollins | DUPLX | 15122 | B | 1/7/2000 | SCA031 |
| 154 | SCA Unit 6 | A6 | 20 | 1940 Pearl City Court | 12/26/00 | Samuel | Ollins | DUPLX | 15121 | B | 1/7/2000 | SCA031 |
| 155 | SCA Unit 6 | A6 | 21 | 1936 Pearl City Court | 12/26/00 | Samuel | Ollins | DUPLX | 15122 | A | 1/7/2000 | SCA031 |
| 156 | SCA Unit 6 | A6 | 16 | 1943 Pearl City Court | 06/28/01 | Michael | Mushkin | DUPLX | 15122 | A | 1/7/2000 | SCA031 |
| 157 | SCA Unit 6 | A6 | 18 | 1948 Pearl City Court | 06/28/01 | Michael | Mushkin | DUPLX | 15122 | A | 1/7/2000 | SCA031 |
| 158 | SCA Unit 6 | A6 | 14 | 1935 Pearl City Court | 06/29/01 | Michael | Mushkin | DUPLX | 15122 | A | 1/7/2000 | SCA031 |
| 159 | SCA Unit 6 | A6 | 15 | 1939 Pearl City Court | 06/29/01 | Michael | Mushkin | DUPLX | 15122 | B | 1/7/2000 | SCA031 |
| 160 | SCA Unit 6 | A6 | 17 | 1947 Pearl City Court | 06/29/01 | Michael | Mushkin | DUPLX | 15122 | B | 1/7/2000 | SCA031 |
| 161 | SCA Unit 6 | A6 | 19 | 1944 Pearl City Court | 06/29/01 | Michael | Mushkin | DUPLX | 15122 | B | 1/7/2000 | SCA031 |
| 162 | SCA Unit 1 | A1 | 16 | 1884 Hovenweep Street | 09/30/03 | Ronald | Rossi | DUPLX | 15122 | B | 6/2/1998 | 98AMD1 |

ISIC 2991

EXHIBIT 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)



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OKLAHOMA CITY, OK 73123

LOCATIONS

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FAX: 818.224.2169
LICENSE #: 2D85815

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FAX: 352.331.2356

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

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

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

May 28, 2010

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

**ATTN ALICIA HAGERMAN
KNC&H LLP
300 S FOURTH STREET
SUITE 500
LAS VEGAS NV 89101**

Re: Sun City Anthem HOA v. Del Webb
Insured : Nevada Concrete Services, Incorporated
Policy No. : 012A80905001
Policy Dates : March 1, 2009 to March 1, 2010
Claimant : Sun City Anthem HOA
Project : Sun City Anthem
Our File No. : 110430

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 Alicia Hagerman:

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

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

ISIC 3053

AA003341

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

Factual Background

This action involves single-family duplex residences located in the city of Henderson, Nevada. It appears Nevada Concrete Services, Incorporated completed their work on the duplexes/lots involved in this case from 1998 through 2000.

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

The Policy

Ironshore issued Policy Number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

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

Declination of Coverage

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

Who is an Insured

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

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

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.*
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*
- 2** *Each of the following is also an insured:*
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts 'within the scope of their employment by you or while performing duties related to the conduct of your business.*

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

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

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

This endorsement modifies the insurance policy and reads as follows:

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

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

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

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

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

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

This insurance does not apply to:

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

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

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

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

All other terms, conditions and exclusions remain unchanged.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

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

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

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

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

All other terms, conditions and exclusions remain unchanged.

Conclusion

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

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

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

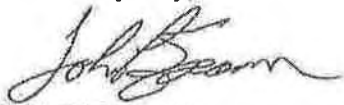
It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under Nevada Concrete Services, Incorporated's policy.

To: Alicia Hagerman
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

Yours very truly,



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

JPS/mb

cc: Nevada Concrete Services, Incorporated
1760 West Brooks Ave.
Las Vegas, NV 89032



HOME OFFICE

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OKLAHOMA CITY, OK 73123

LOCATIONS

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CALABASAS, CA 91372
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FAX: 818.224.2169
LICENSE #: 2D85815

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FAX: 352.331.2356

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FAX: 212.681.8307

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

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

May 28, 2010

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

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

Re: Sun City Anthem HOA v. Del Webb
Insured : Nevada Concrete Services, Incorporated
Policy No. : 012A80905001
Policy Dates : March 1, 2009 to March 1, 2010
Claimant : Sun City Anthem HOA
Project : Sun City Anthem
Our File No. : 110430

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 Policyholder:

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

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

ISIC 3045

AA003349

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

Factual Background

This action involves single-family duplex residences located in the city of Henderson, Nevada. It appears Nevada Concrete Services, Incorporated completed their work on the duplexes/lots involved in this case from 1998 through 2000.

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

The Policy

Ironshore issued Policy Number 012A80905001 with effective dates of March 1, 2009 to March 1, 2010. The policy contains an Each Occurrence Limit of \$1,000,000.00 and a General Aggregate Limit in the amount of \$2,000,000.00.

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

Declination of Coverage

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

Who is an Insured

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

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

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

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

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

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

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

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

This endorsement modifies the insurance policy and reads as follows:

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

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

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

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

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

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

This insurance does not apply to:

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

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

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

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

All other terms, conditions and exclusions remain unchanged.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

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

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

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

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

All other terms, conditions and exclusions remain unchanged.

Conclusion

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

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

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

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

To: Helm & Associates
Re: Sun City Anthem HOA v. Del Webb
Date: May 28, 2010

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

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

Yours very truly,



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

JPS/mb

cc: Nevada Concrete Services, Incorporated
1760 West Brooks Ave.
Las Vegas, NV 89032

Attn: Liz Del Rosario
Zurich
PO Box 66965
Chicago, IL 60666-0965

EXHIBIT 71

(Part 1)

United Specialty policy no. IRH00CQE0805001 for policy period of February 18,
2008, to February 18, 2009 (ISIC 1803-1853)
Part 1 (ISIC 1803-1826)

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date: February 18, 2008

COMMERCIAL GENERAL LIABILITY DECLARATIONS

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:

JP Construction Co., LLC
1544 Pittman Ave
Sparks, NV 89431

2. Policy Period: February 18, 2008 to February 18, 2009 at 12:01 a.m. standard time at your address shown above

Inception

Expiration

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 BI & PD & PI/AI, Per Claim, Including LAE

6. Coverage Part Premium Calculation:

Coverage Part Premium:

Terrorism Premium:

Inspection Fee:

Coverage Part Total:

REDACTED

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

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

IB.EX.001 COMMERCIAL GL COVERAGE FORM

IB.EX.003 COMMON POLICY CONDITIONS

IB.EX.006 AMENDMENT OF INSURED CONTRACT DEFINITION

IB.EX.007 AMENDMENT OF PREMIUM ENDORSEMENT

IB.EX.009 BASIS OF PREMIUM ENDORSEMENT

IB.EX.010 CLAIMS NOTIFICATION

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

Page 1 of 3

ISIC 1803

AA003358

IB.EX.012 DEDUCTIBLE LIABILITY INSURANCE
IB.EX.013 ASBESTOS EXCLUSION
IB.EX.014 CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION
IB.EX.015 EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
IB.EX.018 EMPLOYMENT -RELATED PRACTICES EXCLUSION
IB.EX.019 DESIGNATED WORK EXCEL - EXT INSUL & FINISH SYSTEMS
IB.EX.022 INFLUENZA EXCLUSION
IB.EX.023 EXCLUSION, LEAD
IB.EX.025 EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
IB.EX.026 EXCLUSION - MOLD, FUNGI, OR BACTERIA
IB.EX.027 NUCLEAR LIABILITY EXCLUSIONS
IB.EX.028 SILICA EXCLUSION
IB.EX.030 TERRORISM EXCLUSION
IB.EX.031 TOTAL POLLUTION EXCLUSION ENDORSEMENT
IB.EX.032 EXCLUSION - VIOLATION OF STATUTES THAT GOVERN EMAILS
IB.EX.033 EXCLUSION - DESIGNATED OPS COVERED BY CONSOLID. WRAP-UP
IB.EX.034 INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE
IB.EX.037 SERVICE OF SUIT
IB.EX.016 EXCLUSION - DESIGNATED WORK
IB.EX.008 BLANKET A1 INCLUDING PRIMARY(08/ED)
IB.EX.041 WAIVER OF SUBRO

9. Broker: Crump Insurance Services, Inc.
Address: 5613 DTC Parkway, Suite 425
Greenwood Village, CO 80111

License Number: 19415

Broker: Lucini Parish Insurance/ABD Insurance and Financial Services
Address: 601 Union St Ste 3400
Seattle, WA 98101

License Number: 00511

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

April 22, 2008
Date


Policy Number: IRH00CQE0805001

Effective Date: February 18, 2008

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE

| CLASSIFICATION AND PREMIUM | | | | | | | |
|----------------------------|----------------|-------------|-----------------|--------------|------------------|-----------------|------------------|
| LOCATION NUMBER | CLASSIFICATION | CODE NO. | PREMIUM BASE | RATE | | ADVANCE PREMIUM | |
| | | | | Prem/ Ops | Prod/Comp Ops | Prem/ Ops | Prod/Comp Ops |
| | Concrete | 91560 | REDACTED | | | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
 8200 Anderson Boulevard
 Fort Worth, TX 76120
 (877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 and 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, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any Insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "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.

United Specialty Insurance Company by:



Secretary



President

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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

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.

C. Examination Of Your Books And Records

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.

D. 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.

E. Premiums

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.

F. Transfer Of Your Rights And Duties Under This Policy

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.

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 10, 2008

Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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, road-beds, 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 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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:


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

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.
- 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.
- 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.

REDACTED

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 16, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 16, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 16, 2008
Date

IB,EX.010(12/07Ed.)

ISIC 1826

AA003381

EXHIBIT 71

(Part 2)

United Specialty policy no. IRH00CQE0805001 for policy period of February 18, 2008, to February 18, 2009 (ISIC 1803-1853)
Part 2 (ISIC 1827-1852)

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
 8200 Anderson Boulevard
 Fort Worth, TX 76120
 (877) 476-6411

Policy Number:

Effective Date of Endorsements:

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

| Coverage | SCHEDULE | 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 | | \$10,000 | per claim |
| | | \$N/A | per occurrence |
| 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.
 - 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."
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:
 - B. PER OCCURRENCE BASIS - If the deductible is on a "per occurrence" basis the deductible amount applies:

IB.EX.012(12/07Ed.)


Page 1 of 2

ISIC 1827

AA003383

- (1) Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:
- to all damages because of "bodily injury" as the result of any one "occurrence," or
 - 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:
- Our right and duty to defend any "suits" seeking those damages; and
 - 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 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 JP Construction Company, LLC | |
| Endorsement Effective February 18, 2008 | Policy Number IRH00CQE0805001 |

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 10, 2008

Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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; 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 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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, reports, 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 10, 2008
Date

IB.EX.015(12/07Ed.)

ISIC 1832

AA003388

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 10, 2008
Date

IB.EX.018(12/07Ed.)

ISIC 1833

AA003389

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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:
- "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 10, 2008
Date

IR EX 019(12/07FD)

ISIC 1834

AA003390

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 JP Construction Company, LLC | |
| Endorsement Effective February 18, 2008 | Policy Number IRH00CQE0805001 |

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 10, 2008

Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 JP Construction Company, LLC | |
| Endorsement Effective February 18, 2008 | Policy Number IRH00CQE0805001 |

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

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 10, 2008
Date

1B.EX.025(12/07Ed)

ISIC 1839

AA003394

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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

IB.EX.026(12/07Ed.)

April 10, 2008

Date

Page 1 of 1

ISIC 1840

AA003395

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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":

- (1) 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
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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:

- (1) 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;
- (2) 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
- (3) 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 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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:

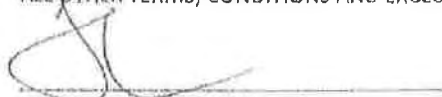
Silica Or Silica-Related Dust

- 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 16, 2008
Date

IB,EX.028 (12/07Ed.)

ISIC 1843

AA003398

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: 1RH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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:

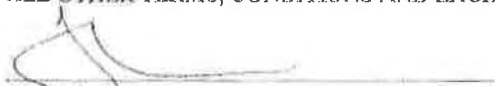
f. Pollution

- (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, removing, 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 10, 2008
Date

IR EX 031/12/07501

ISIC 1846

AA003401

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 10, 2008
Date

IR EX 032(12/07Ed)

ISIC 1847

AA003402

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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 10, 2008
Date

IR EX 033/12/07Ed 1

ISIC 1848

AA003403

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00DU70805001

Effective Date of Endorsements: February 16, 2008

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)
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
PERSONAL INJURY LIMIT AND ADVERTISING INJURY LIMIT
EACH OCCURRENCE LIMIT

\$ 2,000,000
\$ 2,000,000
\$ 1,000,000
\$ 1,000,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 10, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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

April 10, 2008
Date

IB.EX.037(12/07Ed.)

ISIC 1850

AA003405

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK ←

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

"Your work" Performed prior to 02/18/08.

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

April 10, 2008
Date

IB.EX.016(12/07Ed.)

ISIC 1851

AA003406

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Policy Number: IRH00CQE0805001

Effective Date of Endorsements: February 18, 2008

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

April 16, 2008
Date

IB.EX.008(01/08Ed.)

ISIC 1852

AA003407

EXHIBIT 72

(Part 1)

Ironshore policy no. 00CQE0905001 for policy period of February 18, 2009, to
February 18, 2010 (ISIC 1854-1908)
Part 1 (ISIC 1854-1881)



IRONSHORE SPECIALTY INSURANCE COMPANY

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

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the Insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: 00CQE0905001

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:

JP Construction Co., LLC
1544 Pittman Ave
Sparks, NV 89431

2. Policy Period:

Inception February 18, 2009 to
Expiration February 18, 2010 at 12:01 a.m. standard time at your address shown above.

3. Form of Business: Contractor

4. Limits of Insurance:

| | |
|--------------|---|
| \$ 1,000,000 | Each Occurrence |
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products – Completed Operations Aggregate |
| \$ 1,000,000 | Personal and Advertising Injury |
| \$ 100,000 | Fire Damage |

5. Deductible: \$5,000

BI & PD & PI/AI, Per Claim, Including LAE

6. Coverage Part Premium Calculation:

Coverage Part Premium:

Inspection Fee:

Terrorism Premium:

Coverage Part Total:

REDACTED

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

Policy Number: 00CQE0905001

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

1. IB.EX.003 Common Policy Conditions
2. IB.EX.006 Amended Insured Contract Definition
3. IB.EX.007 Amendment of Premium
4. IB.EX.009 Basis of Premium
5. IB.EX.010 Claims Notification
6. IB.EX.012 Deductible Liability Insurance
7. IB.EX.013 Asbestos Exclusion
8. IB.EX.014B Continuous or Progressive Injury Excl 08 Edition
9. IB.EX.015 Contractors Professional Liability
10. IB.EX.018 Employment-Related Practices
11. IB.EX.019 Exterior Insulation and Finish Systems
12. IB.EX.022 Influenza or Epidemic Exclusion
13. IB.EX.023 Lead Contamination
14. IB.EX.025 Medical Payments Exclusion
15. IB.EX.026 Mold, Fungi or Bacteria
16. IB.EX.027 Nuclear Energy Liability Exclusion Endorsement
17. IB.EX.028 Silica or Silica Related Dust Exclusion
18. IB.EX.030 Terrorism Exemption
19. IB.EX.031 Total Pollution Exclusion Endorsement
20. IB.EX.032 Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 Operations Covered By A Consolidated (Wrap-Up) Insurance Program
22. IB.EX.034 Independent Contractors Limitation of Coverage
23. IB.EX.037 Service of Suit
24. IB.EX.008 Automatic Status_08 edition
25. IB.EX.016 Designated Work
26. IB.EX.041 Waiver of Transfer of Rights of Recovery Against Others To Us

9. Producer & Mailing Address

Crump Insurance Services, Inc. (MGA)
5613 DTC Parkway, Ste 425
Greenwood Village, CO 80111

License Number: 18429

10. Surplus Lines Broker & Mailing Address:

WELLS FARGO INS SERVICES OF NEVADA INC (Las Vegas, NV)
1707 VILLAGE CENTER CIRCLE
STE 200
Las Vegas, NV 89134

License Number: 00251

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


Authorized Representative

February 19, 2009
Date

Policy Number: 00CQE0905001

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 |
| | Concrete Construction | 91560 | REDACTED | | | | |
| | | | | | | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED:


 Authorized Representative

February 19, 2009
 Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 00CQE0905001

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.

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

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

Endorsement # 1

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

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

- A) Cancellation
 - 1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - 2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b) 30 days before the effective date of cancellation if we cancel for any other reason.
 - 3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6) If notice is mailed, proof of mailing will be sufficient proof of notice.
- B) Changes
- C) This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
- D) Examination Of Your Books And Records
- E) We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years after-ward.
- F) Inspections And Surveys
 - 1) We have the right to:
 - a) Make inspections and surveys at any time;
 - b) Give you reports on the conditions we find; and
 - c) Recommend changes.
 - 2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a) Are safe or healthful; or
 - b) Comply with laws, regulations, codes or standards.
- 3) Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4) Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

G) Premiums

H) The first Named Insured shown in the Declarations:

- 1) Is responsible for the payment of all premiums; and
- 2) Will be the payee for any return premiums we pay.

I) Transfer Of Your Rights And Duties Under This Policy

J) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

K) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

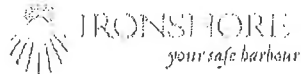
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

February 19, 2009

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 2

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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:

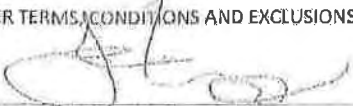
- a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b) A sidetrack 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, road-beds, 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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Endorsement # 3

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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:

This Insurance does not apply to any "bodily injury" or "property damage";

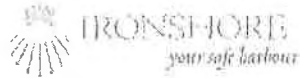
- 5 Premium Audit
 - a) We will compute all premiums for this Policy in accordance with our rules and rates.
 - b) Premium shown in this Policy is the advance premium for the policy term. If the final audit develops a premium less than the advance premium, a minimum premium will be retained by us. If 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.

REDACTED

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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Endorsement # 4

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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Endorsement # 5

Policy Number: 00CQE0905001 **Effective Date of Endorsements:** February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

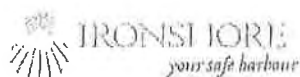
Send all claim notifications and information to:

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

February 19, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 6

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

| Coverage | SCHEDULE | 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 | \$5,000 | per claim |
| | \$N/A | per occurrence |
| Personal Injury Liability | \$5,000 | per Injury |
| Advertising Injury Liability | \$5,000 | 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):

- 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

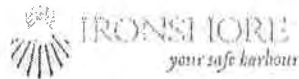
apply irrespective of the application of the deductible amount.

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 7

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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 JP Construction Co., LLC | |
| Endorsement Effective February 18, 2009 | Policy Number 00CQE0905001 |

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

EXHIBIT 72

(Part 2)

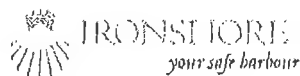
Ironshore policy no. 00CQE0905001 for policy period of February 18, 2009, to
February 18, 2010 (ISIC 1854-1908)
Part 2 (ISIC 1882-1908)

- 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 8

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

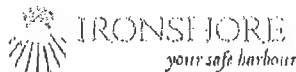
This Insurance does not apply to any "bodily injury" or "property damage":

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 9

Policy Number: 00CQE0905001

Effective Date of Endorsements: February 18, 2009

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 10

Policy Number: 00CQE0905001 **Effective Date of Endorsements:** February 18, 2009

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 11

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

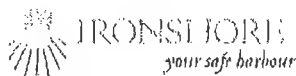
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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

February 19, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 12

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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 JP Construction Co., LLC | |
| Endorsement Effective February 18, 2009 | Policy Number 00CQE0905001 |

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 13

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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 JP Construction Co., LLC | |
| Endorsement Effective February 18, 2009 | Policy Number 00CQE0905001 |

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:

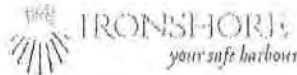
1. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, ownership, presence, ingestion, inhalation, absorption, sale or disposal of lead, lead dust, lead fibers or material containing lead;
 2. Exposure to lead, lead dust, lead fibers or 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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Endorsement # 14

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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Endorsement # 15

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

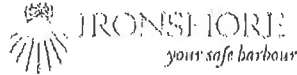
Notwithstanding anything to the contrary contained in the policy or any endorsement attached thereto, this insurance does not apply to and shall not respond to any claim, demand or "suit" alleging:

- 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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Endorsement # 16

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

February 19, 2009

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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Endorsement # 17

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 18

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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;

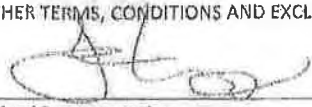
C. to have resulted in damage within the United States, or outside of the United States in the case of:

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 19

Policy Number: 00CQED905001 Effective Date of Endorsements: February 18, 2009

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:

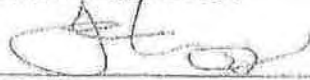
f. Pollution

- 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:

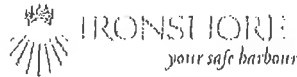
- a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- b) Claim or suit by or on behalf of a governmental authority 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 20

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

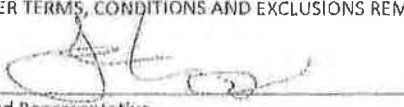
**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX,
PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION**

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 21

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 2009

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):

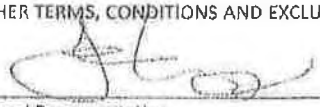
This insurance does not apply to "bodily injury" or
"property damage" arising out of either your ongoing
operations or operations included within the
"products-completed operations hazard" at the
location described in the Schedule of this
endorsement, as a consolidated (wrap-up) insurance

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 22

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 23

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 24

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 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**

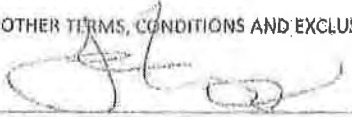
This endorsement modifies insurance provided under the following:

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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 25

Policy Number: 00CQE0905001

Effective Date of Endorsements: February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

"Your work" Performed prior to February 18, 2009.

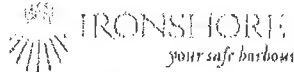
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 26

Policy Number: 00CQE0905001 Effective Date of Endorsements: February 18, 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

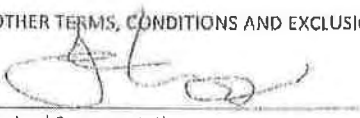
Name of Person or Organization: "As required by written contract"

(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

February 19, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Policy Number: 00CQE0905001

Effective Date of Endorsements: February 18, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

| | |
|--|--|
| Named Insured: JP Construction Co., LLC | |
| Coverage Parts Affected: Commercial General Liability | |
| Changes: In consideration of a return premium of it is agreed and understood that page 3 of form IB,EX.002, Commercial General Liability Classification and Premium Schedule, is amended so that the Prem/Ops Rate becomes Old Annual: REDACTED New Annual: | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

May 7, 2009
Date

EXHIBIT 73

(Part 1)

Ironshore policy no. 000143201 for policy period of February 18, 2010, to February 18, 2011 (ISIC 1909-1960)

Part 1 (ISIC 1909-1937)



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: 000143201

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:

JP Construction Co, LLC.
1544 Pittman Ave
Sparks, NV 89431

2. Policy Period:

Inception February 18, 2010 to
Expiration February 18, 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 |
| \$ 100,000 | Fire Damage |

5. Deductible: \$5,000 BI & PD & PI/AI, Per Claim, Including LAE

6. Coverage Part Premium Calculation:

Coverage Part Premium:

Inspection Fee:

Terrorism Premium:

Coverage Part Total:

REDACTED

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

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

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

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

Page 1 of 3

ISIC 1909

AA003467

Policy Number: 000143201

4. IB.EX.009 (1009) Basis of Premium
5. IB.EX.010 (1009) Claims Notification
6. IB.EX.012 (1009) Deductible Liability Insurance
7. IB.EX.013 (1009) Asbestos Exclusion
8. IB.EX.014B (1009) Continuous or Progressive Injury Exclusion (Broad Form)
9. IB.EX.015 (1009) Contractors Professional Liability
10. IB.EX.018 (1009) Employment-Related Practices
11. IB.EX.019 (1009) Exterior Insulation and Finish Systems
12. IB.EX.022 (1009) Influenza or Epidemic Exclusion
13. IB.EX.023 (0909) Lead Contamination
14. IB.EX.025 (1009) Medical Payments Exclusion
15. IB.EX.026 (1009) Mold, Fungi or Bacteria
16. IB.EX.027 (1009) Nuclear Energy Liability Exclusion Endorsement
17. IB.EX.028 (1009) Silica or Silica Related Dust Exclusion
18. IB.EX.030 (1009) Terrorism Exemption
19. IB.EX.031 (1009) Total Pollution Exclusion Endorsement
20. IB.EX.032 (1009) Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 (1009) Operations Covered By A Consolidated (Wrap-Up) Insurance Program
22. IB.EX.034 (1009) Independent Contractors Limitation of Coverage
23. IB.EX.037 (1009) Service of Suit
24. IB.EX.008 (1009) Automatic Status Owners, Lessees or Contractors Automatic Status
25. IB.EX.041 (1009) Waiver of Transfer of Rights of Recovery Against Others To Us

9. Producer & Mailing Address

Erlin Hart
Crump Insurance Services, Inc. (MGA)
5613 DTC Parkway, Ste 425
Greenwood Village, CO

License Number: 523467

10. Surplus Lines Broker & Mailing Address:

WELLS FARGO INSURANCE SERVICES USA, INC.
5755 Mark Dabbling Blvd., #300
Colorado Springs, CO 80919

License Number: 17809

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



Authorized Representative

February 23, 2010
Date

Policy Number: 000143201

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 |
| | Concrete Construction | 91560 | REDACTED | | | | |

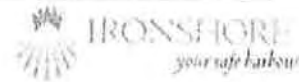
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

February 23, 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

Insured Name: JP Construction Co, LLC.
Policy Number: 000143201

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

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- 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.
- 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:

- The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- 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:

- As if each Named Insured were the only Named Insured; and
- 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

- "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:

- Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- 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.

- "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- 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".

- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- "Coverage territory" means:

- The United States of America (including its territories and possessions), Puerto Rico and Canada;
- 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
- All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in a. above;
 - 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
 - "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.

- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "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: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 2

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 3

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

February 23, 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: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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.

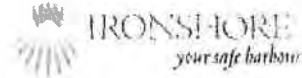
Admissions is defined as the total number of persons, other than employees of the named insured, admitted to an event or events conducted on the premises, whether on paid admission, tickets, complimentary tickets, or passes.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 5:

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

February 23, 2010
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 6

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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 | \$ 5,000 | per claim |
| | \$n/a | per occurrence |
| Personal Injury Liability | \$5,000 | per Injury |
| Advertising Injury Liability | \$5,000 | 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 suitapply 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

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 7

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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 JP Construction Co, LLC. | |
| Endorsement Effective February 18, 2010 | Policy Number 000143201 |

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

February 23, 2010
Date

EXHIBIT 73

(Part 2)

Ironshore policy no. 000143201 for policy period of February 18, 2010, to February 18, 2011 (ISIC 1909-1960)

Part 2 (ISIC 1938-1960)



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 8

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC,

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

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 9

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

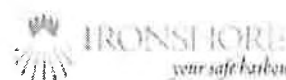
The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

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

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 10

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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:

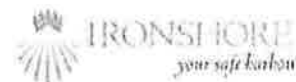
- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

February 23, 2010
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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Endorsement # 11

Policy Number: 000143201

Effective Date Of Endorsement: February 18, 2010

Insured Name: JP Construction Co, LLC.

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

February 23, 2010
Date